SUPREME COURT OF THE UNITED STATES.

No. 329.

HOLMES'S FOUNDRY. F. KLEPPER & CO., AND A. MARETTE & CO., CLAIMANTS AND INTERVENORS, APPELLANTS,

vs.

THE UNITED STATES.

APPEAL FROM THE CIRCUIT COURT OF THE UNITED STATES FOR THE EASTERN DISTRICT OF LOUISIANA.

INDEX.

	Original.	Print.
Libel of information	1	1
Inventory annexed to libel	5	4
Order for publication	6	4
Warrant	7	5
Marshal's return on warrant	8	5
Monition	8	5
Intervention of Edmond Souiat Dufossat and Beausejour Boisblanc, testamentary executors of the late Louise Duralde, widow of J'h Souiat Dufossat	9	7
Document A	13	8
Bond for costs	27	14
Intervention of Beausejour Boisblanc	28	15
Bond for costs	32	16
Intervention of Arbouin Maret & Co	33	17
Intervention of F. Klepper & Co	36	19
Act of mortgage by Samuel Wolff in favor of Arbouin Maret & Co., and F. Klepper & Co	41	21
Bond for costs of Arbouin Maret & Co	47	23
Bond for costs of F. Klepper & Co	49	24
Testimony for libellants	50	25
Do do	51	25
Do do	53	26
Do do	56	27
Do do	58	28
Order, cause fixed for trial	60	28
Notices of trial	60	29
Marshal's return on notices	61	29
Note of evidence	61	29

	Original.	Print
Protest and note B	63	30
C	65	31
D	67	32
E	69	33
F	72	34
G	74	35
Oath of Edmond Souiat	76	36
Note H	77	36
Oath of Beausejour Boisblanc	78	36
Document I, act of mortgage	79	37
Document K, record in case No. 10,354, F. Klepper & Co. *vs.* Samuel Wolff	85	39
Document L, record in case No. 10,355, Arbouin Maret & Co. *vs.* Samuel Wolff	102	47
Hearing and submission of cause	121	54
Judgment	122	55
Venditioni exponas	124	55
Marshal's return on venditioni exponas	129	59
Petition of appeal of F. Klepper & Co., and Arbouin Marett & Co.	131	60
Order allowing appeal	133	60
Bond for appeal	134	61
Appraisers for report	136	62
Appraisers' bill	137	63
Citation of appeal and service, clerk's certificate to transcript, bond for costs in Supreme Court, and certificate	138	63

1 *Libel.—Filed April* 4, 1865.

To the honorable the judges of the circuit court of the United States for the sixth judicial circuit and eastern district of Louisiana:

The libel of information of Rufus Waples, attorney of the United States for the eastern district of Louisiana, who prosecutes for the said United States in this behalf, and being here present in court in his own proper person, in the name and behalf of the said United States of America, against the property, &c., hereinafter described, and against all persons intervening for their interest therein, in a case of seizure and forfeiture alleges, propounds, and declares as follows:

I. That Cuthbert Bullitt, esq., marshal of the United States for the said district, under written authority given him by the said attorney, in compliance with instructions issued by the Attorney General of the United States to the district attorneys thereof, and by virtue of the act of Congress approved on the sixth day of August, in the year of our Lord one thousand eight hundred and sixty-one, entitled "An act to confiscate property used for insurrectionary purposes," heretofore, that is to say, on the 13th day of March, in the year one thousand eight hundred and sixty-five, seized as forfeited to the United States, at New Orleans, within said district, and within the jurisdiction of this court, ten certain lots of ground situated in square No. 2, bounded by Benton, Liberty, Calliope, and Euphrosine streets, designated by the Nos. 4 to 13, inclusive, in the 1st district of the city, and all the buildings, &c., thereon. Lots Nos. 11 and 12 and 13, per plan by C. A. Heddin, architect and civil engineer, dated April 24, 1850, deposited in the office of O. H. Perry, notary public; lot No. 11 measures 30 feet 6 inches and 4 lines front on Euphrosine street, and 30 feet 6 inches in width on the rear line, by 137 feet 11 inches 6 lines on the line toward Benton street in depth, and 141 feet 5 inches and 2 lines depth on the side adjoining lot No. 12. Lot No. 12 measures 30 feet 7 inches 6 lines front on Euphrosine street, and 30 feet 6 inches in width in the rear, by a depth of 141 feet 5 inches and 2 lines on the side towards No. 11, by 144 feet 10 inches and 6 lines depth on the side of lot No 13. Lot No. 13 measures 30 feet 6 inches and 4 lines front on Euphrosine street, and 30 feet 6 inches in width on the rear line, by a depth of 144 feet 10 inches and 6 lines on the side of lot No. 12, and 148 feet 4 inches and 2 lines depth on the other side line; all American measure, and adjoining the rear lines of lots Nos. 14, 15, 16, 17, 18, and 19. Lots Nos. 4, 5, 6, 7, 8, 9, and 10, per plan by G. F. Dunbar, surveyor, dated Feb'y 9, 1845, deposited in the office
2 of D. L. McCay, notary public; each lot, 4 to 9, inclusive, measures 27 feet 6 inches front on Benton street, by *by* 112 feet in depth between parallel lines. Lot No. 10 forms the corner of Benton and Euphrosine streets, and measures 28 feet 9 inches 6 lines front on Benton street, by 112 feet 8 inches 4 lines depth and front on Euphrosine street, with all the surplus which may belong to said lot by straightening said Euphrosine street. Together with all

the buildings and improvements thereon, rights, ways, privileges, usages, and appurtenances thereunto belonging, with all the machinery, tools, and fixtures of every nature and kind whatever now contained therein or on said premises.

Acquired by Samuel Wolff by purchase from Lawrence G. Brice, per act before A. Ducatel, notary public, dated December 9, 1861.

3 II. That by the act of the Congress of the United States, approved August 6, 1861, entitled "An act to confiscate property used for insurrectionary purposes," it was provided "that if, during the present or any future insurrection against the government of the United States, after the President of the United States shall have declared by proclamation that the laws of the United States are opposed and the execution thereof obstructed by combinations too powerful to be suppressed by the ordinary course of judicial proceedings, or by the power vested in the marshals by law, any person or persons, his, her, or their agent, attorney, or employee, shall purchase or acquire, sell or give any property of whatever kind or description, with intent to employ the same, or suffer the same to be used or employed in aiding, abetting, or promoting such rebellion or resistance to the laws, or any person or persons engaged therein; or if any person or persons, being the owner or owners of any such property, shall knowingly use or employ, or consent to the use or employment of the same as aforesaid, all such property is hereby declared to be lawful subject of prize and capture wherever found; and it shall be the duty of the President of the United States to cause the same to be seized, confiscated, and condemned."

III. That the President of the United States did, on the 15th of April, 1861, declare by proclamation, "that the laws of the United States are opposed and the execution thereof obstructed by combinations too powerful to be suppressed by the ordinary course of judicial proceedings, or by the power vested in the marshals by law;" and that on the 16th of August, 1861, he did reiterate said proclamation, and did declare that "such insurrection" still existed and had not been suppressed.

IV. 1. That the property herein above described was used and employed knowingly by the owner or owners thereof in aiding, abetting, and promoting the said insurrection and resistance to the laws, within the meaning of the said act of Congress, after the approval of the said act, and after the public proclamations of the President above mentioned, and after the 16th day of August, 1861, in being used as a manufactory for making guns, &c., and other materials of war, for the use of the confederate government, so called.

2. That the property herein described was used and employed, knowingly, by the owner or owners thereof, in aiding and abetting persons engaged in the said insurrection and resistance to the laws, within the meaning of the said act of Congress, after the approval of said act, and after the public proclamations of the President above mentioned, and after the 16th day of August, 1861, in being used

for the manufacture of munitions of war for the rebels in arms against the government of the United States of America.

3. That the said property was purchased, and acquired, and sold, and given, by the owner or owners thereof, or by his, her, or their agent or employee, with intent to use or employ the same for the purpose of aiding, abetting, and promoting the said insurrection and resistance to the laws, after the approval of said act, and after the public proclamations above mentioned, and after the 16th day of August, 1861, by being used as aforesaid.

4. That the owner or owners of the said property did knowingly consent to the use or employment of it for the purpose of aiding, and abetting, and promoting said insurrection and resistance to the laws, or of aiding, abetting, or promoting persons engaged therein, after the approval of said act, and after the proclamations above mentioned, and after the 16th day of August, 1861, by permitting the use as aforesaid.

5. That the owner or owners of said property, his, her, or their agent or employee, did suffer said property to be used or employed in aiding, abetting, and promoting the insurrection proclaimed by the President as aforesaid, and in aiding, abetting, or promoting a person or persons engaged in said insurrection, after the approval of act above mentioned, and after the proclamation of the President, duly made public, on the 16th day of August, 1861, by permitting its use as aforesaid.

V. That by reason of the premises, the property herein described became and was forfeited to the United States, and ought to be confiscated and condemned to the use of the said United States, as enemy property.

Wherefore the said attorney, in the name and behalf of the United States of America, prays that process of monition may issue against the said property and the owner or owners thereof, and against all persons interested or claiming an interest therein, warning them at some early day, to be named therein, to appear and answer this libel information and an order of publication may be made in the usual form, and that, all due proceedings being had, this honorable court may be pleased to decree for the condemnation and forfeiture of the said property to the use and ownership of the said United States; and he prays for such further relief as the court is competent to give in the premises.

4.

(Signed) RUFUS WAPLES,
United States Attorney for the Eastern District of Louisiana.

Indorsed: U. S. circuit court. United States *vs.* Holmes's Foundry, &c. No. 3,541. Libel of information. Rufus Waples, U. S. district attorney. Act of August 6, 1861. Filed April 4, 1865.

5 *Inventory.—Filed April 4th, 1865.*

Inventory of the machinery, implements, tools, &c., found in the foundry of Luther Holmes, on March 13th, 1865.

1 large wooden crane, and 1 chain; 1 brass furnace for melting brass; 1 large old boiler; 1 railroad and core carriage; 1 core furnace; 1 iron cannon mould or flask; 1 cleaning apparatus for cleaning castings; 1 sugar kettle; 1 wooden cistern; 1 large iron cupola.

6 *Order of publication.*

United States circuit court for the sixth judicial circuit and eastern district of Louisiana.

UNITED STATES
vs.
HOLMES'S FOUNDRY, &c.

Whereas certain property described in the libel filed by the district attorney, and now of record in this court, together with all the improvements, buildings, rights, privileges, appurtenances, and other hereditaments to the same belonging, or in anywise appertaining, and all the right, title, and interest therein, has been seized by the marshal of the United States for the eastern district of Louisiana, by virtue of an act of Congress approved on the sixth day of August, in the year of our Lord one thousand eight hundred and sixty-one, entitled "An act to confiscate property used for insurrectionary purposes," and whereas the United States attorney for the eastern district of Louisiana did, on the 4th day of April, A. D. 1865, file a libel of information in this court, praying the condemnation of said property and real estate, under the act aforesaid, and that process of monition issue against the owner and owners of said property and real estate, and all persons interested or claiming an interest therein, warning them at some early day to appear and answer said information:

It is, therefore, on this 5th day of April, in the year of our Lord eighteen hundred and sixty-five, ordered that notice be given to the owner and owners of said property and real estate, and all persons interested or claiming an interest therein, to appear and answer this information on the day of April, 1865, and show cause, if any they have, why said property and real estate, and the right, title, and interest therein, should not be condemned and sold according to law; and that notice be given by posting a copy of this order upon the front door of the court-house of the district, and by publication in the Picayune newspaper twice a week previous to said 24th day of April, A. D. 1865, the first publication to be on or before the 10th instant.

New Orleans, April 5th, 1865.

(Signed) E. H. DURELL, *Judge.*

7 *Monition.*

The President of the United States of America to the marshal of the eastern district of Louisiana, or to his lawful deputy, greeting:

You are hereby commanded forthwith to seize, and into your possession take, the ten lots of ground situated in the square No. 2, bounded by Benton, Liberty, Calliope and Euphrosine streets, designated by the No. 4 to 13, inclusive, in the first district of this city, and all the buildings, &c., thereon, and more particularly described in the libel filed by the district att'y and now of record in this court, with all the machinery, tools, and fixtures of every nature and kind whatever, now contained therein or on said premises, and more fully described in the inventory annexed to said libel, and now libelled by the United States for the causes set forth in the said libel pending in the circuit court of the United States for the sixth judicial circuit and eastern district of Louisiana; that you do cite and admonish the owner or owners, and all and every other person or persons having or pretending to have any right, title, or interest in or to the same, to be and appear before a circuit court of the United States, for the district aforesaid, to be holden at the city of New Orleans, on or before the third Monday from the service hereof, to show cause, if any they have or can, why the said property should not be condemned and sold agreeably to the prayer of the libellant; and how you have executed this warrant. that you make return according to law.

Witness the honorable Salmon P. Chase, Chief Justice of the Supreme Court of the United States, this 5th day of April, A. D. 1865, and 89th year of the independence of the United States.

[SEAL.] (Signed) F. B. VINOT, *D'y Clerk.*

8 *Marshal's return.*

Received April 5, 1865, and having seized and taken into my possession the property described within, on the authority of an order of seizure from U. S. district attorney, E. D. of La., I posted a copy of this warrant, the libel and the order of the judge, on the door of the court-house, and published monition in the Picayune, a daily newspaper, printed and published in the city of New Orleans, on the 7th, 11th, 17th, and 22d of April, 1865.

New Orleans, April 27th, 1865.

(Signed) M. EGAN,
Deputy U. States Marshal.

In the United States district court, eastern district of Louisiana.

UNITED STATES
vs.
HOLMES'S FOUNDRY, &c. } No. 3541.

In obedience to a warrant issued in this court to me directed in the above entitled suit, I have seized and taken into my possession ten certain lots of ground, situate in square No. 2, bounded by Benton, Liberty, Calliope, and Euphrosine streets, designated by the Nos. 4

to 13, inclusive, in the first district of this city; lots Nos. 11, 12, and 13, as per plan by C. A. Hedin, architect and civil engineer, dated April 24, 1850, and deposited in the office of O. H. Perry, notary public; lot No. 11 measures 30 feet 6 inches and 4 lines front on Euphrosine street, and 30 feet 6 inches in width on the rear line, by 137 feet 11 inches and 6 lines on the line towards Benton street in depth, and 141 feet 5 inches and 2 lines depth on the side adjoining lot No. 12; lot No. 12 measures 30 feet 7 inches and 6 lines front on Euphrosine street, and 30 feet 6 inches in width in the rear, by a depth of 141 feet 5 inches and 2 lines on the side towards lot No. 11, by 144 feet 10 inches and 6 lines depth on the side of lot No. 13; lot No. 13 measures 30 feet 6 inches and 4 lines front on Euphrosine street, and 30 feet 6 inches in width on the rear line, by a depth of 144 feet 10 inches and 6 lines on the side of lot No. 12, and 148 feet 4 inches and 2 lines depth on the other side line—all American measure, and adjoining the rear lines of lots Nos. 14, 15, 16, 17, 18, and 19. Lots Nos. 4, 5, 6, 7, 8, 9, and 10, as per plan of G. T. Dunbar, surveyor, dated February 9, 1845, and deposited in the office of D. L. McCay, notary public; each lot, 4 to 9, inclusive, measures 27 feet 6 inches front on Benton street, by 112 feet in depth, between parallel lines; lot No. 10 forms the corner of Benton and Euphrosine streets, and measures 28 feet 9 inches and 6 lines front on Benton street, by 112 feet 8 inches and 4 lines depth and front on Euphrosine street, with all the surplus which may belong to said lot by straightening Euphrosine street. Acquired by Samuel Wolff by purchase from Lawrence G. Brice, as per act before A. Ducatel, notary public, dated December 9, 1861, together with all the improvements, buildings, rights, privileges, appurtenances, and other hereditaments to the same belonging or in anywise appertaining, all the machinery, tools, fixtures, &c., fully described in the inventory on file in my office, and all the right, title, and interest of the said Luther Holmes therein, now libelled by the United States for the reasons assigned and set forth in the libel in the above-entitled suit, now pending in the said circuit. And I do hereby cite and admonish the owner or owners thereof, and all persons having or pretending to have any right, title, or interest in or to the same, to be and appear at a circuit court of the United States for the district aforesaid, to be holden at the city of New Orleans, on or before the third Monday from the date hereof, to show cause, if any they have or can, why the said property should not be condemned and forfeited to the United States, agreeably to the prayer of the libel.

United States marshal's office, New Orleans, April 6, 1865.

CUTHBERT BULLITT,
United States Marshal.

9 *Intervention of Edmond Souiat Dufossat, and Beausejour Boisblanc, testamentary executors of the late Louise Duralde, widow of Joseph Souiat Dufossat.—Filed April* 20, 1865.

United States circuit court, 6th circuit and eastern district of Louisiana.

UNITED STATES
vs.
HOLMES'S FOUNDRY, &c. } No. 3541.

The petition of intervention and interpleader of Edmond Souiat Dufossat and Beausejour Boisblanc, loyal citizens of the United States, residing in New Orleans, herein acting as testamentary executors of the last will and testament of the late Louise Duralde, widow of Joseph Souiat Dufossat, respectfully represents that a libel of information has been filed in this hon. court by Rufus Waples, esq., U. S. district attorney, &c., against Holmes's Foundry, &c., consisting of ten certain lots of ground, together with all the buildings, improvements, &c., thereon, and all the machinery,
10 tools, &c., therein, being in square No. 2, bounded by Benton, Liberty, Calliope, and Euphrosine streets, in this city, a full description whereof being given in said libel of information and the proceedings had thereon, praying for a decree of confiscation of the same in favor of the United States for certain causes and reasons in said libel of information set forth, all of which, together with other necessary particulars, will more fully appear by reference to said libel of information and said proceedings thereon; and your petitioners and intervenors further represent that, as testamentary executors, &c., aforesaid, they are the holders and owners of six certain promissory notes, each for the sum of two thousand one hundred and sixty-six dollars, sixty-six and two-thirds cents, making the aggregate sum of thirteen thousand dollars, all dated New Orleans, 11th February, 1859, drawn by L. G. Bein, and payable to the order of Priestly and Bein, and by said firm indorsed, payable four years after date at the Citizens' Bank of Louisiana, with 8 per cent. interest after maturity until paid, all of which, together with other necessary particulars, will more fully appear by reference to said notes, which will be duly produced on the trial of this intervention.

And your petitioners and intervenors further represent that, in order to secure the payment of said notes and others, with in-
11 terest, attorneys' fees, the same being fixed at five per centum on the amount of said notes respectively, the said mortgagee, Lawrence G. Bein, he being then the owner of said property, &c., granted and gave unto Beausejour Boisblanc, and to any and all subsequent holder or holders of said note or notes, a special mortgage upon the said real estate, buildings, improvements, &c., described in said libel of information and in said act of mortgage, passed before Antoine Doriocourt, notary in this city, on the 14th of February, 1859, a duly certified copy of which is attached to and made part of this intervention, and to which special reference is now made for fur-

ther and full particulars, said act of mortgage containing the pact de non alienando, and importing a confession of judgment.

Your petitioners and intervenors further represent that by said mortgage they acquired a right in and to the said property, which could not be impaired by any act done by its owner or by any use or uses to which the same may have been devoted; that if it be true, of which your intervenors know nothing, that said property is liable to confiscation, still the rights of your petitioners and intervenors in and to said property cannot be effected thereby.

Wherefore your petitioners and intervenors respectfully
12 pray that they may be permitted to file this their intervention in said proceedings, that the same may be certified to Rufus Waples, esq., U. S. district attorney, &c., and that after due proceedings had, a decree may be rendered in favor of your petitioners and intervenors, recognizing their rights in and to said property, &c., under and by virtue of the mortgage and debt aforesaid, notwithstanding any judgment of confiscation that may be rendered; and your petitioners and intervenors further pray that said property may be ordered to be sold by the marshal at public auction, and that the debt due to your petitioners and intervenors, to wit, the sum of thirteen thousand dollars ($13,000) with 8 per cent. interest thereon, from 11th February, 1863, until paid, five per centum attorney's fees, dollars, costs of copy of act of mortgage, together with costs of suit, be paid out of the proceeds of said sale, by privilege and right of mortgage and in preference to any other party; and they pray for all such other and further aid, relief, and remedy as the nature of the case and the law may require. And they will ever pray, &c., &c.

(Signed) EDMOND SOUIAT.
BEAUSEJOUR BOISBLANC.

(Signed) C. ROSELIUS,
And ALFRED PHILIPS,
Proctors for Intervenors.

Sworn to and subscribed before me this 20th April, 1865.
(Signed) F. B. VINOT, *D'y Clerk.*

13 *Document A, filed with intervention of Edmond S. Dufossat and B. Boisblanc, April 20th*, 1865.

In the city of New Orleans, in the State of Louisiana, this fourteenth of February, eighteen hundred and fifty-nine, and in the 83d year of the independence of the United States of America, before me, Antoine Doriocourt, notary public, *notary public*, duly commissioned and sworn in and for the city and parish of Orleans therein residing, and in presence of the witnesses hereinafter named and undersigned, personally came and appeared Lawrence Greeves Bein, esq., residing in this city, who declared that he is well, truly, and justly indebted unto Beausejour Boisblanc, esq., of the parish of Jefferson, in the total sum of twenty-one thousand five hundred and ninety dollars, current money of the United States of America, for so much lent to him by the said B. Boisblanc; in presence of the under-

signed notary and witnesses, as is hereby acknowledged by the said appearer, Lawrence G. Bein, and in order to facilitate unto the said Beausejour Boisblanc or assigns the recovery of the said sum,
14 at the time agreed upon, he has furnished to the said B. Boisblanc twenty-eight promissory notes, drawn by him to the order of and indorsed by Messrs. Priestly and Bein, a commercial firm in this city, all dated at New Orleans, on the eleventh day of February, eighteen hundred and fifty-nine, and payable at the domicil of the Citizens' Bank, as follows:

One for the sum of four thousand dollars, payable four years after date	$400 00
Six notes, each for the sum of two thousand one hundred and sixty-six dollars and sixty-six cents two thirds, all payable four years after date, amounting together to the sum of thirteen thousand dollars	13,000 00
Three notes, each for the sum of three hundred and sixty dollars, payable respectively at one, two, and three years from their date, and amounting together to the sum of one thousand and eighty dollars	1,080 00
Six (6) promissory notes, each for the sum of one hundred and ninety-five dollars, all payable one year after date, and amounting together to the total sum of eleven hundred and seventy dollars	1,170 00
Six notes, each for the sum of one hundred and ninety-five dollars, payable two years after date, and amounting together to the sum of eleven hundred and seventy dollars	1,170 00
And six other notes for the sum of one hundred and ninety-five dollars, and payable three years after date, and amounting together to the sum of eleven hundred and seventy dollars	1,170 00
Total	$21,590 00

which said several notes bear interest after maturity, in case of non-payment, at the rate of eight per cent. per annum, as a special clause, and after having been paraphed "Ne varietur" by the undersigned notary to identify them with the present act, they were handed over by me to said B. Boisblanc, as he acknowledges.

And now, in order to secure the full and punctual payment of the several notes above described at their respective maturity, or at the expiration of whatever term of prorogation which may hereafter be agreed upon, in capital, interest, and cost, together with all lawyers' fees, and advances for insurance hereafter mentioned, the said appearer does by these presents mortgage and hypothecate—with privilege in favor of any other holder or holders of said notes, who, in case of negotiation of the said notes, are hereby subrogated to all the rights, advantages, and privileges stipulated in favor of the said Beausejour Boisblanc—the real estate hereinafter described,
16 together with all the improvements thereon:

Ten lots of ground, with the buildings and improvements thereon, situated in the faubourg Saulet, first district of this city, designated by the Nos. four to thirteen, inclusive, in the square No. two, which is bounded by Benton, Euphrosine, Liberty, and Calliope streets.

The lots Nos. four, five, six, seven, eight, and nine adjoin each other, and measure each twenty-seven feet six inches front on Benton street by one hundred and twelve feet in depth, between parallel lines.

Lot No. ten forms the corner of Benton and Euphrosine streets, and measures twenty-eight feet nine inches and six lines front on the former by one hundred and twelve feet eight inches and four lines in depth and front on the latter.

Lot No. 11 measures thirty feet six inches and four lines on Euphrosine street, thirty feet six inches in width in the rear, one hundred and thirty-seven feet eleven inches and six lines in depth on the side towards Benton street, and one hundred and forty-one feet five inches and two lines in depth on the side adjoining lot No. twelve.

Lot No. twelve measures thirty feet seven inches and six lines front on Euphrosine street, thirty feet six inches in width in the rear, one hundred and forty-one feet five inches and two lines in depth
17 on the side of lot No. eleven, and one hundred and forty-four feet ten inches and six lines in depth on the side of lot No. thirteen; and lot No. thirteen measures 30 feet six inches and four lines front on Euphrosine street, thirty feet six inches in width in the rear, one hundred and forty-four feet ten inches and six lines in depth on the side of lot No. twelve, and one hundred and forty-eight feet four inches and two lines on the other side; said appearer promising not to sell, alienate, or incumber the same to the prejudice of these presents.

The several lots above mortgaged belong to the said L. G. Bein, by purchase he made thereof at a public sale made by E. T. Parker, sheriff of the parish of Orleans, on the 21 August, 1858, in pursuance to a writ of seizure and sale directed to him by the honorable 5th district court of New Orleans, at the suit of Schmidt & Company *vs.* Luther Holmes and B. I. K. Bennett, No. 12,665 of the docket of said court, and the deed of sale executed by the said sheriff in favor of the said appearer is duly recorded in the conveyance office book 78, fol. 210, and in the mortgage office book 72, fol. 124, and in the clerk's office of the 4th district court in book D, fo. 113.

18 It is specially agreed and understood between the parties to the present act that, in case of non-payment of the several notes above described at their respective maturity or at the expiration of whatever term of prorogation which may hereafter be agreed upon, the fees of the counsel employed by the holder or holders of said notes to prosecute the payment thereof shall be borne exclusively by the said Lawrence G. Bein, and are hereby fixed at five per cent. on the amount of each of said notes; and the said appearer binds himself to keep the buildings erected on said lots of ground

constantly insured against fire-risks for at least the sum of ten thousand dollars, and to transfer the policy of insurance to the said B. Boisblanc, or any other holder or holders of said notes, and in case of neglect or refusal on part of the said L. G. Bein to effect such insurance and transfer the policy aforesaid, any holder or holders of said notes or of part of them shall have right to cause the same to be insured at the cost and expenses of the said Lawrence G. Bein, and such advances for insurance shall bear interest at the rate of eight per cent. per annum until reimbursed; and in order to secure the lawyers' fees above mentioned and advances for insurance, the lots of ground above described and improvements thereon remain
19 specially mortgaged; the present act to bear confession of judgment for the amount of the several notes furnished by these presents, eventual interests, lawyers' fees, advances for insurance, and all costs, &c.

From a certificate of the recorder of mortgages of this parish, dated 11th February, 1859, and hereto annexed, it appears that in the records in his office there is no other mortgage standing in the name of the said appearer and recorded against the property above mortgaged than the one he granted by act before Parker, sheriff, on the 21st August last, in favor of said sheriff, to secure the payment of sixteen thousand one hundred and twenty-one dollars sixty-six cents and interest, being part of the price of said sale; and by said act the said Bein has retained in his hands the balance of said price, say eight thousand two hundred and eighteen dollars 79 cents, to be by him applied to the payment of subsequent mortgages mentioned in said act, in their proper order; and said lots are still subject to the mortgage granted by said Holmes and Bennett, by act before Guyol, notary, dated 21 May, 1853, in favor of Schmidt & Co., to secure fifteen thousand dollars and eventual interest; and the one granted
20 by Luther Holmes, by act passed before Rareshide, notary, dated 8th December, 1856, in favor of Priestly and Bein, to secure payment of fifteen thousand dollars and interest; and the general mortgage *vs.* Luther Holmes, in favor of James N. Brown, for two thousand five hundred dollars, with interest, rendered by the 4th district court on the 17th April, 1858, and with privilege and mortgage on the property described in the notarial act on file.

And to these presents appeared and intervened John S. Bein, esq., of this city, the attorney in fact and special agent of Mistress Margaret Harris McNair, wife of lawful age of Lawrence G. Bein, who declared that by act passed before Richard Brenan, as notary public of this city, on the 18th January, 1859, he was appointed attorney in fact, as aforesaid, in order to renounce for and in the name of the said Mrs. L. G. Bein to all the rights she may have against the property above mortgaged; and the said notary, before receiving her signature to the said act of procuration, informed her apart and out of the presence of the said husband that she had by law a legal mortgage on the property of her husband, *by law a legal mortgage on the property of her husband*—1o. For the restitution of her dowry or for the reinvestment of the dotal property sold by

21 her said husband, and which she brought in marriage; 2o. For the restitution and reinvestment of the dotal property by her acquired since marriage, whether by succession or donation; 3o. For nuptial presents; 4o. For the debts by her contracted with her husband. 5o. For the amount of her paraphernal property alienated by her said husband, or otherwise, for the individual interest of her said husband; and being fully aware of her rights, and the nature and extent of the same, and other rights and privileges secured to her by law, she persists in her intention in renouncing, not only to all the rights, claims, and privileges herein enumerated in said act of procuration, but all other of any kind or nature whatever to which she may be entitled by any laws now or heretofore in force in this State. And the said Mistress Bein made the same declaration in presence and with the authorization of her said husband, as the whole more fully appears by reference to the said act of procuration, copy whereof was produced, and which is to be considered as a part of these presents.

22 And the said agent and attorney in fact, by virtue of the power vested in him by the said act of procuration, does, by these presents, formally renounce in favor of the said Beausejoir Boisblanc and in favor of any other holder or holders of the said several notes above described, to all the rights, privileges, legal mortgage, or others, which the said Margaret Harris McNair, the wife of the said Lawrence G. Bein, has or may have against the several lots of ground above described and mortgaged: 1o. For the restitution of the dowry and for the reinvestment of the dotal property sold by her husband and which she brought in marriage; 2o. For the restitution and reinvestment of the dotal property by her acquired since marriage, whether by succession or donation, from the day the succession was opened or the donation perfected; 3o. For the nuptial presents; 4o. For the debts by her contracted with her said husband; and 5o. For the amount of her paraphernal property alienated by her said husband or otherwise disposed of for his individual interest, (of her husband,) and promising that his said constituents shall at all times sustain and acknowledge the validity of this renunciation.

And to these presents appeared and intervened John D. Bein, of the firm of Priestly & Bein, the owner and holder—1o. Of five promissory notes, dated 8th December, 1856, drawn by Luther

23 Holmes, to his own order, and by him indorsed, each for the sum of two thousand five hundred dollars, bearing interest at the rate of eight per cent. from date, and payable at nineteen months, thirteen months, twenty-five months, thirty-one months, and thirty-seven months, who declared that he gives a full release of the mortgage granted to secure payment of the same, and he authorizes the recorder of mortgages to cancel the same on his records, mention of what proceeds was made on the face of said notes.

And the said appearer, as subrogated to the rights of James A. Brown, by virtue of an order entered on the minutes of the 4th district court, presided by I. W. Price, judge of said court, which order

is dated 14th February, 1859, and is hereto annexed, declares that he does, by these presents, grant a full release of the mortgage recorded, B. M. 10, folio 218, in favor of the said James N. Brown, so far as the same affects the lots of ground above mortgaged, which judgment was rendered by the 4th district court on the 17th April, 1858, *vs.* Luther Holmes, for the said sum of two thousand five hundred dollars, with all interest and costs, and with privilege and mortgage on the property above described. And the said appearer also produced unto me, the notary, for two thousand five hundred
24 dollars, object of the above judgment, which is hereto annexed for reference; said appearer authorizing the recorder of mortgages to cancel from his books the mortgage resulting from the recording of said judgment, so far as it affects the lots presently mortgaged, and also the mortgage granted to secure the payment of the said note of $2,500 by the aforesaid act of 8th December, 1856.

And all mortgages recorded at the time the said several lots of ground have been sold by the sheriff having been paid, or a release granted as aforesaid, the said John D. Bein, having been paid in part of the subsequent mortgages, out of the sum of eight thousand two hundred and eighteen dollars and 79 cents, retained by Lawrence G. Bein, the appearer, at the time the sheriff executed the said deed of sale in his favor, he does by these presents authorize the recorder of mortgages to cancel on his books the mortgage resulting from the recording of the sheriff's deeds to secure said balance of eight thousand two hundred and eighteen dollars 79 cents, retained by said L. G. Bein.

Next appearer, Augustus Reichard, a member of the firm of Schmidt & Co., in liquidation, who produced unto me a bond for the sum of fifteen thousand two hundred and ninety-six dollars $\frac{66}{100}$, subscribed by
25 Lawrence G. Bein, with Messrs. Priestly and Bein, as his securities, dated 21 August, 1858, payable twelve months from date, with interest at the rate of 8 per cent. per annum, being the identical bond furnished by said Bein, L. G., in part payment of the several lots above described, who declares that he has just received from the amount presently borrowed the amount of said bond in capital and interest, and he does by these presents give a full release of the mortgage granted to secure payment of the same, as well as of the mortgage granted by Holmes & Bennett, by act before Guyol, notary, on the 21st May, 1853, in favor of Schmidt & Co., to secure fifteen thousand dollars and eventual interest, the said bond having been furnished in payment of said notes, amounting to said sum of $15,000; said bond is hereto annexed, with signature cancelled.

And next appeared and intervened Charles H. Taney, esq., the owner and holder of another bond, drawn by Lawrence G. Bein, with Messrs. Priestly & Bein, as his securities, dated 21 August, 1858, for the sum of eight hundred and twenty-five dollars, payable 12 months after date, with interest at the rate of eight per cent. per
26 annum, paraphed "Ne varietur," by E. T. Parker, sheriff, being one of the bonds furnished by said L. G. Bein in part payment of the lots above mortgaged, and secure by mortgage on the

said lots, who declared that he has received payment of the said bond in capital and interest, and gives a full release of the mortgage granted to secure payment of the same, and authorizes the recorder of mortgages to cancel the said mortgage on his books; and the said bond, with signature cancelled, is hereto annexed for reference.

Thus done and passed at the city of New Orleans, in my office, on this fourteenth day of February, one thousand eight hundred and fifty-nine, in the presence of M. Andre Dotrement Doriocourt and Rene Victor Boulmay, competent witnesses, who have signed with the parties and me, notary, after reading the said Beausejour Boisblanc and in favor . This reference approved.

(Signed) LAWRENCE G. BEIN.
B. BOISBLANC.
AUGUSTUS REICHARD.
MARGARET H. BEIN, *pr. p.*
JOHN S. BEIN.
H. TANEY.
JOHN D. BEIN,
For PRIESTLY & BEIN.
AND. D. DORIOCOURT.
P. V. BOULMAY.
ANT. DORIOCOURT, *Not. Pub.*

A true copy of the original of Ant. Doriocourt, of whom I am the successor.

New Orleans, May 27th, 1864.

(Signed) A. MENDIVERRI, *Not. Pub.*

27 *Bond of testamentary executors.—Filed April* 20, 1865.

UNITED STATES OF AMERICA,
Eastern district of Louisiana, ss., to wit:

Personally appearing before me, the undersigned, United States commissioner for the eastern district of Louisiana aforesaid, Beausejour Boisblanc and Edmond Souiat Dufossat, acting as test'y exec's of W'dw Joseph Souiat Dufossat, as principal, and Beausejour Boisblanc, in his own name, as surety, do hereby acknowledge themselves jointly and severally to be indebted unto the United States in the full sum of two hundred and fifty dollars lawful money of the United States, to be levied of their goods, chattels, lands, and tenements, the use of the said United States, and for the payment whereof they jointly and severally bind themselves, their heirs, executors, and administrators, firmly by these presents.

Whereas in the matter of United States *vs.* Holmes's Foundry, No. 3541 of the docket of the circuit court of the United States for the eastern district of Louisiana, a libel of information has been filed on behalf of the United States: this obligation to be null and void on condition that the said testamentary executors shall abide by the final decree rendered in the cause, and pay all such costs, expenses, and damages as shall be awarded by the court upon the final decree,

whether it is rendered in the original or appellate court; otherwise this obligation to remain in full force and virtue.

EDMOND SOUIAT, [SEAL.]
Testamentary Executor.
BEAUSEJOUR BOISBLANC, [SEAL.]
Ex. Testamentary.
BEAUSEJOUR BOISBLANC. [SEAL.]

Signed and sealed at the city of New Orleans this 20 day of April, 1865, in presence of—

[SEAL.] (Signed) CH'S CLAIBORNE,
U. S. Commissioner in and for the Eastern District of Louisiana.

[5-ct. stamp, cancelled.]

28 *Intervention of B. Boisblanc.—Filed April 20th*, 1865.

United States circuit court, 6th circuit and east. district of Louisiana.

UNITED STATES *vs.* HOMES'S FOUNDRY. } No. 3541.

The petition of intervention and interpleader of Beausejour Boisblanc, a loyal citizen residing in the parish of Jefferson, respectfully represents that a libel of information has been filed in this honorable court by Rufus Waples, esq., U. S. district attorney, &c., against Homes's Foundry, &c., consisting of ten certain lots of ground, together with all the buildings, improvements, &c., thereon, and all the machinery, tools, &c., therein, being in square No. 2, bounded by Benton, Liberty, Calliope, and Euphrosine streets in this city, a full description whereof being given in said bill of information and the proceedings had thereon, praying for a decree of confiscation of the same in favor of the United States for certain causes and reasons in said libel of information set forth; all of which, together with
29 other necessary particulars, will more fully appear by reference to said libel of information and said proceedings thereon.

And your petitioner and intervenor further represents that he is the holder and owner of a certain promissory note for the sum of four thousand dollars, dated New Orleans, 11th February, 1859, drawn by L. G. Bein, and payable to the order of Priestly & Bein, and by said firm indorsed, and payable four years after date at the Citizens' Bank of Louisiana, with 8 per cent. interest after maturity until paid; all of which, together with other necessary particulars, will more fully appear by reference to said note, which will be duly produced on the trial of this intervention.

And your petitioner and intervenor further represents that in order to secure the payment of said note and others, with interest and attorney's fees, the same being fixed at 5 per centum on the amount of said note, the said mortgagor, Lawrence G. Bein, he being then the owner of said property, granted and gave unto your petitioner

a special mortgage upon the said real estate, buildings, improvements, &c., described in said libel of information and in said act of mortgage, passed before Antoine Doriocourt, notary in this city, on the 14th February, 1859, a duly certified copy of which is annexed to the intervention of Edmond Souiat Dufossat and Beausejour Boisblanc, testamentary executors, &c., of Mrs. Louise Duralde Souiat Du-
30 fossat in this suit, and to which special reference is now made for further and full particulars; said act of mortgage containing the clause de non alienando and importing a confession of judgment.

Your petitioner and intervenor further represents that by said mortgage he acquired a right in and to said property, &c., which could not be impaired by any act done by its owner, or by any use or uses to which the same may have been devoted; that if it be true, of which your intervenor knows nothing, that said property is liable to confiscation, still the rights of your petitioner and intervenor in and to said property cannot be affected thereby.

Wherefore your petitioner and intervenor respectfully prays that he may be permitted to file this his intervention in said proceeding, that the same may be notified to Rufus Waples, esq., U. S. dist. attorney, &c., and that after due proceedings had a decree may be rendered in favor of your petitioner and intervenor, recognizing his rights in and to said property, &c., under and by virtue of the mortgage and debt aforesaid, notwithstanding any judgment of confiscation that may be rendered. And your petitioner and intervenor further prays that said property may be ordered to be sold by the marshal at public auction, and that the debt due to your petitioner and
31 intervenor, to wit, the sum of four thousand dollars, ($4,000,) with 8 per cent. interest, attorneys' fees, and costs, be paid out of the proceeds of said sale by privilege and right of mortgage, and in preference to any other party; and he prays for all such other and further aid, relief, and remedy as the nature of the case may require and the law will permit. And that he will ever pray, &c., &c.

(Signed) BEAUSEJOUR BOISBLANC.

(Signed) C. ROSELIUS and
ALFRED PHILIPS,
Proctors for Intervenors.

Sworn to and subscribed before me this 20th April, 1865.

(Signed) F. B. VINOT, *D'y Clerk.*

[5-ct. stamp, canc'd.]

32 *Bond for costs.—Filed April 20th*, 1865.

UNITED STATES OF AMERICA, *Eastern district of Louisiana, ss, to wit:*

Personally appearing before me, the undersigned, United States commissioner for the eastern district of Louisiana aforesaid, Beausejour Boisblanc, as principal, and Edmond Souiat Dufossat, as surety, do hereby acknowledge themselves jointly and severally to be indebted unto the United States in the full sum of two hundred and fifty

dollars, lawful money of the United States, to be levied of their goods, chattels, lands, and tenements, the use of the said United States, and for the payment whereof they jointly and severally bind themselves, their heirs, executors, and administrators, firmly by these presents.

Whereas, in the matter of United States *vs.* Holmes's Foundry, &c., No. 3541 of the docket of the circuit court of the United States for the eastern district of Louisiana, a libel of information has been filed on behalf of the United States: this obligation to be null and void, on the condition that the said Beausejour Boisblanc shall abide by the final decree rendered in the cause, and pay all such costs, expenses, and damages as shall be awarded by the court upon the final decree, whether it is rendered in the original or appellate court; otherwise this obligation to remain in full force and virtue.

(Signed) BEAUSEJOUR BOISBLANC. [L. S.]
(Signed) EDMOND SOUIAT. [L. S.]

[5-c stamp, cancelled.]

Signed and sealed at the city of New Orleans, this 20th day of April, 1865, in presence of—

(Signed) CH'S CLAIBORNE, [SEAL.]
U. S. Commissioner in and for the Eastern District of Louisiana.

33 *Intervention of Arbouin Maret & Comp'y.—Filed April 21st, 1865.*

United States circuit court, 6th circuit and eastern district of Louisiana.

UNITED STATES *vs.* HOLMES'S FOUNDRY. } No. 3541.

To the honorable Edward H. Durell, judge of the United States circuit court in and for the eastern district of Louisiana:

In pursuance to the public notice given by the United States marshal for the State of Louisiana to all persons having any right, title, or interest in or to the property of Samuel Wolff, known as Holmes's Foundry, to be and appear before this honorable court to interpose their claims, and to make their allegations in that behalf, now come into court MM. Arbouin Maret & Co., a commercial house established in Cognac, France, aliens, herein represented by their lawful agents, Oscar Bercier & Co., of this city of New Orleans,
34 and reserving to themselves, the intervenors, all exceptions to these present proceedings, if necessary, intervene for their own interest, and exhibit through their said agents, who are also aliens and neutral citizens, this their libel against said Holmes's Foundry, the property of Samuel Wolff, now being in the custody of the above-mentioned United States marshal, in virtue of a warrant issued from this honorable court in the confiscation case of the United States *vs.* Holmes's Foundry. Said property, composed of ten certain lots of ground situate in the square No. 2, bounded by Benton, Lib-

erty, Calliope, and Euphrosine streets, designated by the Nos. 4 to 13, inclusive, in the first district of this city. Lots Nos. 11, 12, and 13, as per plan by C. A. Hedin, architect and civil engineer, dated April 24, 1850, and deposited in the office of O. H. Perry, notary public. Lot No. 11 measures 30 feet 6 inches in width on the rear line, by 137 feet 11 inches and 6 lines on the line towards Benton street in depth, and 141 feet 5 inches and 2 lines depth on the side adjoining lot No. 12. Lot No. 12 measures 30 feet 7 inches and 6 lines front on Euphrosine street, and 30 feet 6 inches in width in the rear, by a depth of 141 feet 5 inches and 2 lines on the side towards lot No. 11, by 144 feet 10 inches 6 lines depth on the side line of lot No. 13 Lot No. 13 measures 30 feet 6 inches and 4 lines on Euphrosine street, and 30 feet 6 inches in width on the rear line, by a
34½ depth of 144 feet 10 inches 6 lines on the side of lot No. 12, and 148 feet and 4 inches and 2 lines depth on the other side line, all American measure, and adjoining the rear lines of lots Nos. 4, 5, 6, 7, 8, 9, and 10, as per plan of G. T. Dunbar, surveyor, dated February 9th, 1845, and deposited in the office of D. L. McCay, notary public, each lot, 4 to 9, inclusive, measures 27 feet 6 inches front on Benton street, by 112 feet in depth between parallel lines. Lot No. 10 forms the corner of Benton and Euphrosine streets, and measures 28 feet 9 inches and 6 lines front on Benton street, by 112 feet 8 inches and 4 lines depth and front on Euphrosine street, with all the surplus which may belong to said lot by straightening Euphrosine street. That your intervenors are mortgage creditors of said Samuel Wolff in the sum of twenty-nine thousand dollars, as per act passed before A. Ducatel, esq're, notary public, on the 3d of May, 1862, and that in order to secure the payment of said sum of twenty-nine thousand dollars the said Samuel Wolff granted a mortgage upon the above described property, as it will more fully appear by reference to a copy in due form of said act of mortgage hereto annexed. That your petitioner, in order to recover said sum of twenty-nine thousand dollars, brought a suit in the 6th district court of New Orleans,
35 on the 30th of January, 1863, where they obtain judgment on the 17th of March of the same year for the above sum of twenty-nine thousand dollars, but they were prevented of executing said judgment, the government of the United States having a possession de facto of said property mortgaged to them. That it results from the above facts that your intervenors are the mortgage creditors of said Samuel Wolff in the sum of twenty-nine thousand dollars, with legal interest from the 30th of January, 1863, till paid.

Wherefore your intervenors pray that this honorable court do pronounce in favor of their demand that they be recognized as mortgage creditors of Samuel Wolff in the sum of twenty-nine thousand dollars, with 5 per cent. interest from the 30th of January, 1863, till paid, and that in case of sale of the property called Holmes's Foundry, belonging to said Samuel Wolff, they be paid by privilege and preference even to the United States out of the funds arising from the sale of the above-described property mortgaged in their favor as aforesaid.

And your intervenors pray for costs in their favor, including the costs incurred for obtaining judgment in the 6th district court of New Orleans, and $3 costs of the copy of the act of mortgage,
36 and for such other and further relief and justice may appertain, and as the court is competent to give in the premises.

(Signed) L. CASTERA, *of Counsel.*

Francis Laborde, one of the members of the firm of Oscar Bercier & Co., agents of the intervenors, being duly sworn, deposes and says that all the facts and allegations of the aforegoing petition are true and correct.

(Signed) F. LABORDE.

Sworn to and subscribed before me the 21st April, 1865.

(Signed) F. B. VINOT, *D'y Clerk.*

Intervention of F. Klepper & Co.—Filed April 21st, 1865.

United States circuit court, 6th circuit and eastern district of Louisiana.

UNITED STATES
vs. } No. 3541.
HOLMES'S FOUNDRY, &c.

To the honorable Edward H. Durell, judge of the United
37 States circuit court in and for the eastern district of Louisiana:

In pursuance to the public notice given by the United States marshal for the State of Louisiana to all persons having any right, title, or interest in or to the property of Samuel Wolff, known as Holmes's Foundry, to be and appear before this honorable court to interpose their claims, and to make their allegations in that behalf, now come into court MM. T. Klepper & Co., a commercial house established in Bordeaux, France, and who are aliens, and reserving to themselves all exceptions to these present proceedings, if necessary, intervene for their own interest, and exhibit through their agents, Oscar Bercier & Co., a commercial firm of this city, aliens and neutral citizens, this their libel against said Holmes's Foundry, the property of Samuel Wolff, now being in the custody in the above-mentioned United States marshal, in virtue of a warrant issued from this honorable court in the confiscation case of the United States *vs.* Holmes's Foundry; said property composed of ten certain lots of ground situated in the square No. 2, bounded by Benton, Liberty, Calliope, and Euphrosine streets, designated by the Nos. 4 to 13, inclusive, in the first district of this city. Lots Nos. 11, 12, 13, as per plan by C. A.
38 Hedin, architect and civil engineer, dated April 24, 1850, and deposited in the office of O. H. Perry, notary public. Lot No. 11 measures thirty feet six inches and four lines on Euphrosine street and thirty feet six inches in width on the rear line, by one hundred and thirty-seven feet 11 inches and 6 lines on the line towards Benton street in depth, and 141 feet 5 inches and 2 lines depth on the side adjoining lot No. 12. Lot No. 12 measures 30 feet 7

inches and 6 lines front on Euphrosine street and 30 feet 6 inches in width in the rear, by a depth of 141 feet 5 inches and 2 lines on the side towards lot No. 11 by 144 feet 10 inches and 6 lines on the side of lot No. 13. Lot No. 13 measures 30 feet 6 inches and 4 lines on Euphrosine street, and 30 feet 6 inches in width in the rear line, by a depth of 144 feet 10 inches and 6 lines on the side of lot No. 12, and 148 feet and 4 inches and two lines depth on the other side line all American measure, and adjoining the rear lines of lots Nos. 14, 15, 16, 17, 18, and 19, and adjoining the rear lines of lots Nos. 4, 5, 6, 7, 8, 9, and 10, as per plan of G. T. Dunbar, surveyor, dated February 9th, 1845, and deposited in the office of D. L. McCay, notary public. Each lot, 4 to 9, inclusive, measures 27 feet 6 inches front on Benton street by 112 feet in depth between parallel lines.

Lot No. 10 forms the corner of Benton and Euphrosine street,
39 and measures 28 feet 9 inches and 6 lines front on Benton street, by 112 feet 8 inches and 4 lines depth and front on Euphrosine street, with all the surplus which may belong to said lot by straightening Euphrosine street. That your intervenors are mortgage creditors of said Samuel Wolff in the sum of twenty-three thousand dollars, as per act passed before A. Ducatel, esq., notary public, on the third of May, 1862, and that, in order to secure the payment of said sum of twenty-three thousand dollars, the said Samuel Wolff granted a mortgage upon the above-described property, as it will more fully appear by reference to a copy in due form of said act of mortgage hereto annexed. That your petitioners, in their anxiety to recover the amount of their claim brought a suit in the 6th district court of New Orleans, on the 30th of January, 1863, where they obtain judgment, on the 17th of March of the same year, for the above sum of $23,000, but they were prevented of executing said judgment, the government of the U. S. having a possession de facto of said property mortgaged to them. That it results from the above facts that your intervenors are the mortgage creditors of said Samuel

Wolff in the sum of twenty-three thousand dollars, with legal
40 interest from the 30th of January, 1863, till paid.

Wherefore your intervenors pray that this honorable court do pronounce in favor of their demand that they be recognized as mortgage creditors of Samuel Wolff in the sum of twenty-three thousand dollars with five per cent. interest from the 30th of January, 1863, till paid, and that in case of sale of the property called Holmes's Foundry, belonging to said Samuel Wolff, they be paid by privilege and preference even to the U. S. out of the funds arising from the sale of the above-described property mortgaged in their favor as aforestated with costs.

And your intervenors pray for costs in their favor, including the costs incurred for obtaining judgment in the 6th district court of New Orleans, and $3 costs of the copy of the act of mortgage, and for such other and further relief and justice may appertain, and as the court is competent to give in the premises.

(Signed) L. CASTERA, *of Counsel.*

Francis Laborde, one of the members of the firm of Oscar Bercier & Co., agents of the intervenors, being duly sworn, deposes and says that all the facts and allegations contained in the foregoing intervention are true and correct.

(Signed) F. LABORDE.

41 Sworn to and subscribed this 21st April, 1865.

(Signed) F. B. VINOT, *Deputy Clerk.*

[5-ct. stamp, cancelled.]

Act of mortgage by Samuel Wolff, favor Arbouin Marett & Co. and Francis Klepper & Co.—Filed with intervention of Arbouin Marett & Co., April 21st, 1865.

UNITED STATES OF AMERICA, *State of Louisiana, city of New Orleans:*

Be it known that on this third day of May, in the year of our Lord one thousand eight hundred and sixty-two, and in the 86th of the independence of the United States of America, before me, Amedee Ducatel, notary public in and for the city and parish of New Orleans, State of Louisiana, duly commissioned and sworn, and in presence of the witnesses hereinafter named and undersigned, personally

42 came and appeared Mr. Samuel Wolff, of this city, who acknowledges to be well and truly indebted, 1st, unto Messrs. Arbouin Marett & Co., of Cognac, (France,) into the sum of twenty-nine thousand dollars, and, 2d, unto Messrs. F. Klepper & Co., of Bordeaux, (France,) unto the sum of twenty-three thousand dollars, for value received in goods and merchandises; and being willing to secure the payment of the above sums in the most effectual manner to the above-named creditors, the said Samuel Wolff does hereby affect, mortgage, and hypothecate in favor of the said Arbouin Marett & Co. for securing the said sum of twenty-nine thousand dollars, and in favor of the said F. Klepper & Co. to secure the said sum of twenty-three thousand dollars; all what is accepted for the said Arbouin Marett & Co., and F. Klepper & Co., by Mr. Victor Maguan, residing in this city, here present, ten lots of ground, situate, lying, and being in the faubourg Saulet, first district of this city, designated by the Nos. four, five, six, seven, eight, nine, ten, eleven, twelve, and thirteen in the square No. two, which is bounded by Benton, Euphrosine, Liberty, and Calliope streets.

Lots Nos. four, five, six, seven, eight, and nine adjoin each

43 other, and measure each twenty-seven feet six inches front on Benton street by one hundred and twelve feet in depth between parallel lines.

Lot No. ten forms the corner of Benton and Euphrosine streets, and measures twenty-eight feet nine inches and 6 lines front on the former by one hundred and twelve feet eight inches and four lines in depth and front on the latter.

Lot No. eleven measures thirty feet six inches and four lines front on Euphrosine street, thirty feet 6 inches in width on the rear line, one hundred and thirty-seven feet eleven inches and six lines in depth on the side towards Barton street, and one hundred and forty-

one feet five inches and two lines in depth on the side adjoining lot No. twelve.

Lot No. twelve measures thirty-seven feet 7 inches and six lines front on Euphrosine street, thirty feet six inches in width at the rear, one hundred and forty-four feet ten inches and six lines in depth on the side of lot No. eleven, and one hundred and forty-four feet ten inches and six lines in depth on the side of lot No. thirteen.

And lot No. thirteen measures 30 feet six inches and four lines front on Euphrosine street, thirty feet six inches in width at the rear, one hundred and forty-four feet ten inches and six lines
44 in depth on the side of lot No. twelve, and one hundred and forty-eight feet four inches and two lines on the other side.

Together with all the buildings and improvements thereon, rights, ways, and privileges thereto belonging or in any wise appertaining. Together also with all the machinery of foundry, tools, implements, &c., without exception, as the whole is described and mentioned in the schedule or inventory hereto attached.

As additional security the said Samuel Wolff promises and binds himself not to sell, alienate, mortgage, or incumber said lots of ground, buildings, machinery, &c., to the prejudice of the present act. And by reference to the annexed certificate of the recorder of mortgages in this city, dated this day, it will appear that there is no other mortgage standing in the name of the said Samuel Wolff, and recorded against said lots of ground and buildings than the following:

1°. The mortgage granted by Lawrence G. Bein, per act before A. Doriocourt, notary, on the 14th February, 1859, in favor of B. Boisblanc, to secure the payment of $21,590 with interests, costs, &c., which has been reduced of $1,530 by payment of that amount.
45 2°. And the reversion of said mortgage up to $18,530, with interest, assumed by the said Sam'l Wolff by act before the notary undersigned, dated 9th December, 1861.

3°. The privilege in favor of the second draining district to secure all costs of drainage due by said property.

And now personally appeared Mistress Rebecca Blue, wife of full age of the said Samuel Wolff, who, after the undersigned notary had explained to her verbally the nature and support of the foregoing act of mortgage from her said husband to the said Arbouin Marett & Co., and F. Klepper & Co., declared, that she is desirous of releasing in favor of the said mortgagees the properties hereinbefore described from the matrimonial, dotal, paraphernal, and other rights, and from all claims, mortgages, or privileges, to which she may be entitled whether by virtue of her marriage with the said Samuel Wolff or otherwise. Whereupon the undersigned notary did explained verbally to the said Mrs. Samuel Wolff, out of the presence of her said husband, the nature of her rights, which are here detailed, to wit: the wife has a legal mortgage on the property of her husband in the following cases: 1st. For the restitution of her dowry, and for the reinvestment of the dotal property sold by her
46 husband, and which she brought in marriage, reckoning from the celebration of the marriage; 2d. For the restitution and

reinvestment of the dotal property which came to her after the marriage, either by succession or donation, from the day the succession was opened or the donation perfected; 3d. For the reimbursing the amount of paraphernal property alienated by her and received by her husband, or otherwise disposed of for his individual interest; 4th. To indemnify her for debts which she may have contracted with her husband; and 5th. For the donations which may have been made to her by her husband on account of their marriage; and that by renouncing said rights on the properties hereinbefore mortgaged she would deprive herself irrevocably of all recourse thereon. And the said Mrs. Wolff did thereupon declare to me, notary, she fully understood the nature and extent of her said rights on the property of her said husband, and that she nevertheless did persist in her intention of renouncing the same in favor of the said Arbouin Marett & Co. and F. Klepper & Co., on the properties hereinbefore described.

47 And the said Samuel Wolff being now present, assisting and authorizing his wife in the execution of these presents and consenting thereto, she, the said Mrs. Wolff, did again declare that she did, and does hereby, make a formal renunciation and relinquishment of all her said rights and mortgages on the properties hereinbefore mortgaged in favor of the said mortgagees, binding herself and her heirs at all times to sustain and acknowledge the validity of this renunciation.

This done and passed in my office, at the city of New Orleans aforesaid, in the presence of Amedee Ducatel, jr., and Ernest Eude, both of this city, competent witnesses, who hereunto signed their names with the said parties, and me the said notary.

(Signed) SAMUEL WOLFF.
REBECCA W. WOLFF.
VICTOR MAIGUAN.
AMEDEE DUCATEL, *Not. Pub.*

(Signed) A. DUCATEL, JR.
E. EUDE.

A true copy from the original.
(Signed) AMEDEE DUCATEL, *Not. Pub.*

Bond for costs of Arbouin Maret and comp'y.—Filed April 21st, 1865.

48 UNITED STATES OF AMERICA,
Eastern district of Louisiana, ss, to wit:

Personally appearing before me, the undersigned, United States commissioner for the eastern district of Louisiana aforesaid, Oscar Bercier & Co., agents of Arbouin Maret & Co., as principal, and F. Laborde, as surety, do hereby acknowledge themselves jointly and severally to be indebted unto the United States in the full sum of two hundred and fifty dollars, lawful money of the United States, to be levied of their goods, chattels, lands, and tenements, the use of the said United States, and for the payment whereof they jointly and severally bind themselves, their heirs, executors, and administrators, firmly by these presents.

Whereas in the matter of the United States *vs.* Holmes's Foundry, &c., No. 3541 of the docket of the circuit court of the United States for the eastern district of Louisiana, a libel of information has been filed on behalf of the United States, this obligation to be null and void on condition that the said Arbouin Marett & Co. shall abide by the final decree rendered in the cause, and pay all such costs, expenses, and damages as shall be awarded by the court upon the final decree, whether it is rendered in the original or appellate court; otherwise, this obligation to remain in full force and virtue.

(Signed) OSCAR BERCIER & CO. [SEAL.]
(Signed) F. LABORDE. [SEAL.]

Signed and sealed at the city of New Orleans this 21st day of April, 1865, in presence of—

(Signed) CHARLES CLAIBORNE, [SEAL.]
U. S. Commissioner in and for the Eastern District of Louisiana.

[5-cent stamp, cancelled.]

49 *Bond of F. Klepper & Co.—Filed April 21st, 1865.*

UNITED STATES OF AMERICA, *Eastern district of Louisiana, ss, to wit:*

Personally appearing before me, the undersigned, United States commissioner for the eastern district of Louisiana aforesaid, Oscar Bercier & Co., agents of I. Klepper & Co., as principal, and F. Laborde, as surety, do hereby acknowledge themselves jointly and severally to be indebted unto the United States in the full sum of two hundred and fifty doll's, lawful money of the United States, to be levied of their goods, chattels, lands, and tenements, the use of the said United States, and for the payment whereof they jointly and severally bind themselves, their heirs, executors, and administrators, firmly by these presents.

Whereas in the matter of United States *vs.* Holmes's Foundry, &c., No. 3541 of the docket of the circuit court of the United States for the eastern district of Louisiana, a libel of information has been filed on behalf of United States, this obligation to be null and void on condition that the said F. Klepper & Co. shall abide by the final decree rendered in the cause, and pay all such costs, expenses, and damages as shall be awarded by the court upon the final decree, whether it is rendered in the original or appellate court; otherwise this obligation to remain in full force and virtue.

(Signed) OSCAR BERCIER & CO. [SEAL.]
(Signed) F. LABORDE. [SEAL.]

[5-cent int. rev. stamp, cancelled.]

Signed and sealed at the city of New Orleans, this 21 day of April, 165, in the presence of—

(Signed) CHAR'S CLAIBORNE. [SEAL.]
U. S. Commissioner in and for the Eastern District of Louisiana.

50 *Testimony for libellants.—Filed June* 23, 1865.

UNITED STATES
vs.
HOLMES'S FOUNDRY. } No. 3541.

Testimony taken in presence of the district attorney:

Samuel Burchfield, sworn for U. S., says: I reside in this city; know Holmes's foundry very well; commencing working there in 1853; quit working there in the fall of 1860, I think; don't recollect having been in there after 1860. In 1861, I suppose, some brick building was added to the foundry in Euphrosine and Liberty streets. I was not in that part of the city except very seldom, and did not see any war materials go in and out in '61 or '62. A man named Cornwall took my place after I left the foundry; his first name was Whitey; he lives now on Hercules street, right above the basin, and keeps a little woodyard now. His residence is easily to be found. I don't
51 know that this Whitey Cornwall worked at the foundry in 1861. Worked at the foundry. A man named Thomas Macey was book-keeper of the foundry in 1861; he lives between Tcherpsicore and Euterpe, on Liberty street; he is on a government transport. Recollect of no other.

(Signed) SAMUEL BURCHFIELD.

Sworn to and subscribed before me this 23d day of June, 1865.
(Signed) CHAR'S CLAIBORNE, *U. S. Commissioner.*

Testimony for libellants.—Filed June 23, 1865.

UNITED STATES
vs.
HOLMES'S FOUNDRY. } No. 3541.

Testimony taken in presence of dist. att'y:

E. H. Chadwick, sworn for U. S., says: I reside in this city; am acquainted with the location of the Holmes's foundry; was acquainted with it in 1861; have not been in employ of the foundry;
52 I visited the foundry on the early part of 1862, I think, in company with Colonel Mejia; he was in the confederate service; was commissioned by courtesy. I saw them making rifle barrels—forging them. This colonel had the control and superintendence of this foundry. Colonel Mejia told me that these barrels were for the confederate government. There might have been 10 hands employed there in various capacities. I saw the act of process going on. This colonel told me the object of this foundry was to make ordnances for the confederates. I think this was continued till the fleet came up. I am certain that this was either in the fall of '61 or winter, 1862. Col. Mejia had some additions made to the foundry. All the new part was added by Colonel Mejia in 1862. I noticed particularly the process of making these rifles; I don't recollect the names of any of the workmen. This Colonel Mejia pretended to be and called himself an ordnance officer. Am not positive, but am

under the impression Luther Holmes was the proprietor of the foundry, and was in the city at that time. I might have been
53 in the foundry an hour or two.

(Signed) E. H. CHADWICK.

Sworn and subscribed before me this 23d day of June, 1865.

(Signed) CHARLES CLAIRBORNE,
U. S. Commissioner.

Testimony for libellants.—Filed June 24, 1865.

UNITED STATES
vs.
HOLMES'S FOUNDRY. } No. 3541.

Testimony taken before Charles Claiborne, U. S. commissioner, in presence of the district attorney:

A. B. Griswold, a witness for libellants, duly sworn, deposes and says: I reside in this city; I have lived here for twenty years; I was here during the year 1861. I am the senior partner of the firm of A. B. Griswold & Co., successors to Hyde & Goodrich; I know the the Holmes Foundry; I visited it in the year 1862.

54 The individuals who worked in the foundry were then casting shell, shot, and cannon; I never was there for more than fifteen minutes to half an hour at a time; four times would cover the visits I made there; I was merely a visitor through curiosity; I saw the process of casting shot, shell, and cannon going on; Colonel Mejia (Henry A.) appeared to be the manager of the foundry; he was connected with the confederate government; I know this of my own knowledge; I think the workmen in the foundry were paid by a bookkeeper whose name was Henop, employed by Colonel Mejia; it was generally undertood that Colonel Mejia was a manager of this foundry; he was a manager for himself and a Mr. Wolff, to the best of my knowledge; they leased it, I presume, from the owner, Holmes; I know not whether they leased or bought; Mejia or Wolff made an addition to the building; it must have been in 1862; about sixty men were employed in the foundry; I understood that the articles manufactured there were for the confederate government; there is no doubt resting upon my mind but that the articles manufactured there were for the use of the confederate government.

(Signed) A. B. GRISWOLD.

55 Sworn to and subscribed before me this 24th June, 1865.

(Signed) CHAR'S CLAIBORNE,
U. S. Commissioner.

Henry Ginder, sworn for U. S., says: I reside in this city; have resided here all my lifetime, except having been absent for some time; was here in '61 and '62, till latter part of April, '62; I know mighty little about Holmes's Foundry; never was in it; I know Colonel Mejia; I have no knowledge that he had charge of the foundry in 1861

and 1862, but heard of it; it was generally known here that he was in charge of it; heard from public report that cannon was manufactured there in 1862; I don't know that Colonel Mejia was connected with the confederate government; heard he had transactions with Major Smith, of General Lovell's staff.

(Signed) A. GINDER.

Sworn to and subscribed before me this 24th June, 1865.

(Signed) CHAR'S CLAIBORNE, [SEAL.]
U. S. Commissioner.

56 *Testimony for libellants.—Filed June* 24, 1865.

U. S. circuit court.

UNITED STATES
vs.
HOLMES'S FOUNDRY. } 3541.

Testimony taken before me, Char's Claiborne, United States commissioner, this 24th June, 1865, in presence of district attorney:

A. L. Abatt, being duly sworn for libellant, deposes and says: I have been a resident of this city; at present I live in Natchitoches parish; I resided here in 1861 and until April, 1862; I was an employee at that time in the house of Thomas Griswold & Co.; I knew Holmes's Foundry, knew where it was; don't know who owned it in 1861 or 1862; it was called Holmes's Foundry; don't know whether or not Holmes owned it; Thomas Griswold & Co. or Hyde & Goodrich had no interest in this foundry that I am aware of; I was invited to visit the foundry in 1861 by Colonel Mejia, who told me that he leased it; I visited it; I saw nothing going on while I was
57 there but the melting of iron; if I recollect rightly they were working on some brass cannon; I don't remember what they were casting; I could not give the size of the cannon; I think I saw them turning the outside of a brass piece; this was, I think, probably in the winter of 1861 and 1862; there were a great many forges going, but I don't know what they were making; we had sword bayonets at our store of Thomas Griswold & Co. as samples; they came from several foundries, but what ones I cannot recollect; I think I saw a mortar there when I visited the foundry in the winter of 1861 and 1862; I suppose I saw 20 or 30 workmen there; I never counted them; there is no doubt upon my mind that these cannon and mortars were for the confederate government; when I left the city in 1862 the foundry was still in operation; I don't remember ever seeing Colonel Mejia in military dress; this work was, I believe, under his superintendence; it strikes me there were some buildings in process of completion at the foundry when I visited it; I don't recollect seeing but one mortar there, that they had just cast in the foundry.

(Signed) A. L. ABBOTT.

58 Sworn to and subscribed before me this 24th June, 1865.

(Signed) CHAR'S CLAIBORNE,
U. S. Commissioner.

Testimony for libellants.—Filed June 28th, 1865.

UNITED STATES
vs.
HOLMES'S FOUNDRY. } No. 3541.

Testimony taken before C. Claiborne, U. S. commissioner, in presence of the district attorney:

Whiting Cornwell, sworn for U. S., says: I was born and raised here. I resided in New Orleans in 1861 and 1862; knew Holmes's foundry. In 1861 I was foreman of the foundry for Mr. Holmes; this was when President Lincoln took his seat, or about that time. In the summer of 1861 I left the foundry and returned there under another person, not Mr. Holmes. Colonel Mehya seemed to be the head man, having control of the foundry when I returned there. I re-
59 turned to the foundry in the fall of '61 or winter of '62; the foundry was then making preparations to work for the confederates, and afterwards they did manufacture for the confederates. I did not remain over 3 weeks after I had returned to the foundry, when they discharged me. The arms I saw manufactured there were brass cannon. They made a good many cannon there; some good and some bad. This was in the fall of '61 or winter of '62. In the neighborhood of 45 or 50 men were employed there in '61 and '62.

(Signed) WHITING CORNWELL.

Sworn and subscribed before me this 28th June, 1865.

(Signed) CHAR'S CLAIBORNE,
U. S. Commissioner.

Henry Morton, sworn for U. S., says: I reside in this city since 1843; was here in 1861 and 1862; know where Holmes's foundry stands; have not been in the foundry but once. Don't know what was made there.

(Signed) HENRY MORTON.

Sworn to and subscribed before me this 28th June, 1865.

(Signed) CHAR'S CLAIBORNE, [SEAL.]
U. S. Commissioner.

60 *Order, cause fixed for trial.—From the minutes of June 29th, 1865.*

UNITED STATES
vs.
HOLMES'S FOUNDRY, &c. } No. 3541.

On motion of the district attorney, ordered that this cause be assigned for trial for Wednesday, 5th July, 1865, at 11 o'clock a. m., and that the parties interested be notified thereof.

Notices of trial.

Circuit court of the United States for the sixth judicial circuit and eastern district of Louisiana.

UNITED STATES
vs.
HOLMES'S FOUNDRY, &c. } No. 3541.

You are hereby notified that this case is assigned for trial for Wednesday, the 5th day of July, A. D. 1865, at 11 o'clock a. m.

61 By order of court.

Witness my hand and seal of the said court, at New Orleans, this 29th day of June, A. D. 1865.

(Signed) F. B. VINOT, *D'y Clerk.*

To C. ROSELIUS & L. CASTERA, esq'rs.

Marshal's return.

Received June 30th, 1865, and the same day, month, and year served a copy of the within notice on C. Roselius, esq'r, and L. Castera, esq'r, each personally.

July 3d, 1865.

(Signed) A. BAUDOUIN, *D'y.*

Note of evidence.—Filed July 5th, 1865.

UNITED STATES
vs.
62 HOLMES'S FOUNDRY, &c., F. KLEPPER & Co., Arbouin Marett & Co., E. Souiat Dufossat, and B. Boisblanc, Beausejour Boisblanc, intervenors. } No. 3541.

JULY 5TH, 1865.

District attorney offered testimony of Chadwick, A. B. Griswold, Henry Ginder, A. L. Abbott, and Cornwall.

E. Souiat Dufossat offered act A 6, protests and notes B, C, D, E, F, and G, and his oath.

B. Boisblanc offered note H, and his oath.

Arbouin Marett & Co. and F. Klepper & Co. offered act 1 K, record in case 10,354, and L record in case 10,355.

Testimony offered by the district attorney, as stated in the above note of evidence, to be found at the preceding pages of this transcript, viz: E. H. Chadwick, at page 51; A. B. Griswold, at page 53; Henry Ginder, at page 55; A. L. Abott, at page 56; Whiting Cornwell, at page 58.

63 And the act A, offered in evidence by Edmond Souiat Dufossat, at page of this transcript.

Protest and note B.—Offered in evidence July 5th, 1865.

STATE OF LOUISIANA:

By this public instrument of protest be it known that, on this fourteenth day of February, in the year one thousand eight hundred and sixty-three, at the request of the cashier of and holder for the Louisiana State Bank of the original note, whereof a true copy is on the reverse hereof written, I, Selim Maguer, a notary public, dwelling in the city of New Orleans, duly commissioned and sworn, demanded payment for said note during banking hours, at the bank therein designated, and was answered by the paying teller, note clerk, and proper book-keeper, to whom I presented said note, that no funds had been deposited there to pay the same.

Whereupon I, the said notary, at the request aforesaid, did
64 protest, and by these presents do publicly and solemnly protest, as well against the drawer or maker of the said note as against all others whom it doth or may concern, for all exchange, re-exchange, costs, charges, and interests, suffered or to be suffered, for want of payment of the said note.

Thus done and protested in presence of James Fahey and Paul Augrain, witnesses.

In testimony whereof, I grant these presents under my signature and the impress of my seal of office, at the city of New Orleans, on the day and year first above written.

(Signed) S. MAGUER, *Notary Public.* [SEAL.]

$2,166 66⅔. NEW ORLEANS, 14*th February*, 1859.

Four years after date, I promise to pay to the order of Messrs. Priestly & Bein, at the Citizens' Bank, the sum of two thousand one hundred and sixty-six 66⅔-100 dollars, for value received, with interest at the rate of eight per cent. per annum from maturity until paid.

(Signed) LAWRENCE G. BEIN.

Indorsed: Priestly & Bein, for Mrs. L. Dufossat. Edmund Souiat.

Ne varietur: New Orleans, 14 Feb'y, 1859. Ant. Doriocourt, not. pub.

65 $2,166 66⅔. NEW ORLEANS, 11*th February*, 1859.

Four years after date I promise to pay to the order of Messrs. Priestly & Bein, at the Citizens' Bank, the sum of two thousand one hundred and sixty-six 66⅔-100 dollars, for value received, with interest at the rate of eight per cent. per annum from maturity until paid.

(Signed) LAWRENCE G. BEIN.

Indorsed: Priestly & Bein, for Mrs. L. Dufossat. ,Edmund Souiat.

Ne varietur: New Orleans, 14 Feb'y, 1859. Ant. Doriocourt, not. pub.

Protest and Note C.—Filed in evidence July 5th, 1865.

STATE OF LOUISIANA:

By this public instrument of protest be it known that, on this fourteenth day of February, in the year one thousand eight hundred and sixty-three, at the request of the cashier of and holder for the Louisiana State Bank of the original note, whereof a true copy is on the reverse hereof written, I, Selim Maguer, a notary public, dwelling in the city of New Orleans, duly commissioned and sworn,
66 demanded payment for said note during banking hours, at the bank therein designated, and was answered by the paying teller, note clerk, and proper book-keeper, to whom I presented said note, that no funds had been deposited there to pay the same.

Whereupon I, the said notary, at the request aforesaid, did protest, and by these presents do publicly and solemnly protest, as well against the drawer or maker of the said note as against all others whom it doth or may concern, for all exchange, re-exchange, damages, costs, charges, and interests, suffered or to be suffered for want of payment of the said note.

Thus done and protested in the presence of James Fahey and Paul Augrain, witnesses.

In testimony whereof, I grant these presents under my signature and the impress of my seal of office, at the city of New Orleans, on the day and year first above written.

(Signed) SELIM MAGUER, *Notary Public.*

$2,166 66⅔. NEW ORLEANS, 11*th February*, 1859.

Four years after date I promise to pay to the order of Messrs. Priestly & Bein, at the Citizens' Bank, the sum of two thousand one hundred and sixty-six 66⅔-100 dollars, for value received, with interest at the rate of eight per cent. per annum from maturity until paid.
67

(Signed) LAWRENCE G. BEIN,
For MRS. L. DUFOSSAT.
EDMUND SOUIAT.

Ne varietur: New Orleans, 14 Feb'y, 1865. Ant. Doriocourt, not. pub.

$2,166 66⅔. NEW ORLEANS, 11 *February*, 1865.

Four years after date I promise to pay to the order of Messrs. Priestly & Bein, at the Citizens' Bank, the sum of two thousand one hundred and sixty-six 66⅔-100 dollars, for value received, with interest at the rate of eight per cent. per annum, from maturity until paid.

(Signed) LAWRENCE G. BEIN.

Indorsed: Priestly & Bein, for Mrs. L. Dufossat. Edmund Souiat.

Ne varietur: New Orleans, Feb'y 14, 1865. Ant'e Doriocourt, not. pub.

Protest and Note D.—Offered and filed in evidence July 5, 1865.

STATE OF LOUISIANA:

By this public instrument of protest be it known that, on this fourteenth day of February, in the year one thousand eight
68 hundred and sixty-three, at the request of the cashier of and holder for the Louisiana State Bank of the original note, whereof a true copy is on the reverse hereof written, I, Selim Maguer, a notary public, dwelling in the city of New Orleans, duly commissioned and sworn, demanded payment for said note during banking hours, at the bank therein designated, and was answered by the paying teller, note clerk, and proper book-keeper, to whom I presented said note, that no funds had been deposited there to pay the same.

Whereupon I, the said notary, at the request aforesaid, did protest, and by these presents do publicly and solemnly protest, as well against the drawer or maker of the said note as against all others whom it doth or may concern, for all exchange, re exchange, damages, costs, charges, and interests, suffered or to be suffered for want of payment of the said note.

Thus done and protested in the presence of James Fahey and Paul Augrain, witnesses.

In testimony whereof, I grant these presents under my signature and the impress of my seal of office, at the city of New Orleans, on the day and year first above written.

(Signed) S. MAGUER, *Notary Public.* [SEAL.]

69 $2,166 66⅔. NEW ORLEANS, 11 *February*, 1859.

Four years after date I promise to pay to the order of Messrs. Priestly & Bein, at the Citizens' Bank, the sum of two thousand one hundred and sixty-six 66⅔-100 dollars, for value received, with interest at the rate of eight per cent. per annum from maturity until paid.

(Signed) LAWRENCE G. BEIN.

Indorsed: Priestly & Bein, for Mrs. L. Dufossat. Edmund Souiat.

Ne varietur: New Orleans, 14 Feb'y, 1859. Ant'e Doriocourt, not. pub.

$2,166 66⅔. NEW ORLEANS, 11 *February*, 1859.

Four years after date I promise to pay to the order of Messrs. Priestly & Bein, at the Citizens' Bank, the sum of two thousand one hundred and sixty-six 66⅔-100 dollars, for value received, with interest at the rate of eight per cent. per annum from maturity until paid.

(Signed) LAWRENCE G. BEIN.

Indorsed: Priestly & Bein, for Mrs. L. Dufossat. Edmund Souiat.

Ne varietur: New Orleans, Feb'y 14, 1865. Ant'e Doriocourt, not. pub.

Protest and Note E.—Filed and offered in evidence July 5th, 1865.

STATE OF LOUISIANA:

70 By this public instrument of protest be it known that, on this fourteenth day of February, in the year one thousand eight hundred and sixty-three, at the request of the cashier of and holder for the Louisiana State Bank of the original note, whereof a true copy is on the reverse hereof written, I, Selim Maguer, a notary public, dwelling in the city of New Orleans, duly commissioned and sworn, demanded payment for said note during banking hours, at the bank therein designated, and was answered by the paying teller, note clerk, and proper book-keeper, to whom I presented said note, that no funds had been deposited there to pay the same.

Whereupon I, the said notary, at the request aforesaid, did protest, and by these presents do publicly and solemnly protest, as well as against the drawer or maker of the said note and against all others whom it doth or may concern, for all exchange, re-exchange, damages, costs, charges, and interests suffered or to be suffered for want of payment of the said note.

This done and protested in the presence of James Fahey and Paul Augrain, witnesses.

In testimony whereof, I grant these presents under my signature and the impress of my seal of office, at the city of New Or-
71 leans, on the day and year first above written.

(Signed) S. MAGUER, *Notary Public.*

$2,166 66⅔. NEW ORLEANS, *February* 11, 1859.

Four years after date I promise to pay to the order of Messrs. Priestly & Bein, at the Citizens' Bank, the sum of two thousand one hundred and sixty-six 66⅔-100 dollars, for value received, with interest at the rate of eight per cent. per annum from maturity until paid.

(Signed) LAWRENCE G. BEIN.

Indorsed: Priestly & Bein, for Mrs. L. Dufossat. Edmond Souiat.

Ne varietur: New Orleans, 14th Feb'y, 1865. Ant. Doriocourt, not. pub.

$2,166 66⅔. NEW ORLEANS, 11 *February,* 1859.

Four years after date I promise to pay to the order of Messrs. Priestly & Bein, at the Citizens' Bank, the sum of two thousand one hundred and sixty-six 66⅔-100 dollars, for value received, with interest at the rate of eight per cent. per annum from maturity until paid.

(Signed) LAWRENCE G. BEIN.

Indorsed: Priestly and Bein, for Mrs. L. Dufossat. Edmond Souiat.

Ne varietur: New Orleans, 14 February, 1865. Ant. Doriocourt, not. pub.

72 *Protest and note F.—Filed and offered in evidence July 5, 1865.*

STATE OF LOUISIANA:

By this public instrument of protest be it known that, on this 14th day of February, in the year one thousand eight hundred and sixty-three, at the request of the cashier of and holder for the Louisiana State Bank of the original note, whereof a true copy is on the reverse hereof written, I, Selim Maguer, a notary public dwelling in the city of New Orleans, duly commissioned and sworn, demanded payment for said note during bank hours at the bank herein designated, and was answered by the paying-teller, note clerk, and proper book-keeper, to whom I presented said note, that no funds had been deposited there to pay the same.

Whereupon I, the said notary, at the request aforesaid, did protest, and by these presents do publicly and solemnly protest, as well as against the drawer or maker of the said note as against all others whom it doth or may concern, for all exchange, re-exchange, damages, costs, charges, and interests suffered or to be suffered for want of payment of the said note.

73 Thus done and protested in the presence of James Fahey and Paul Augrain, witnesses.

In testimony whereof, I grant these presents under my signature and the impress of my seal of office, at the city of New Orleans, on the day and year first above written.

(Signed) S. MAGUER, *Notary Public.* [SEAL.]

$2,166 66⅔. NEW ORLEANS, 11*th February*, 1859.

Four years after date I promise to pay to the order of Messrs. Priestly & Bein, at the Citizens' Bank, the sum of two thousand one hundred and sixty-six 66⅔-100 dollars, for value received, with interest at the rate of eight per cent. per annum from maturity until paid.

(Signed) LAWRENCE G. BEIN.

Indorsed: Priestly & Bein, for Mrs. L. Dufossat. Edmond Souiat.

Ne varietur: New Orleans, Feb'y, 1865. Ant. Doriocourt, not. pub.

$2,166 66⅔. NEW ORLEANS, 11 *February*, 1859.

Four years after date I promise to pay to the order of Messrs. Priestly & Bein, at the Citizens' Bank, the sum of two thousand one hundred and sixty-six 66⅔-100 dollars, for value received, with

74 interest at the rate of eight per cent. per annum from maturity until paid.

(Signed) LAWRENCE G. BEIN.

Indorsed: Priestly & Bein, for Mrs. L. Dufossat. Edmond Souiat.

Ne varietur: New Orleans, Feb. 14, 1865. Ant'e Doriocourt, not. pub.

Protest and note G.—Filed and offered in evidence July 5, 1865.

STATE OF LOUISIANA:

By this public instument of protest be it known that on this fourteenth day of February, in the year one thousand eight hundred and sixty-three, at the request of the cashier of and holder for the Louisiana State Bank of the original note, whereof a true copy is on the reverse hereof written, I, Selim Maguer, a notary public dwelling in the city of New Orleans, duly commissioned, demanded payment for said note during banking hours at the bank therein designated, and was answered by the paying teller, note clerk, and proper bookkeeper to whom I presented said note that no funds had been deposited there to pay the same.

75 Whereupon I, the said notary, at the request aforesaid, did protest, and by these presents do publicly and solemnly protest, as well against the drawer or maker of the said note as against all others whom it doth or may concern, for all exchange, re-exchange, damages, costs, charges, and interests suffered or to be suffered for want of payment of the said note.

Thus done and passed in the presence of James Fahey and Paul Augrain, both of this city, witnesses.

In testimony whereof, I grant these presents, under my signature and the impress of my seal of office, at the city of New Orleans, on the day and year first above written.

(Signed) S. MAGUER, *Notary Public.*

$2,166 66⅔. NEW ORLEANS, 11*th February*, 1859.

Four years after date I promise to pay to the order of Messrs. Priestly & Bein, at the Citizens' Bank, the sum of two thousand one hundred and sixty-six 66⅔-100 dollars, for value received, with interest at the rate of eight per cent. per annum from maturity until paid.

(Signed) LAWRENCE G. BEIN.

Indorsed: Priestly & Bein, for Mrs. L. Souiat. Edmond Souiat.

Ne varietur: New Orleans, Feb'ry 14, 1859. Ant'e Doriocourt, not. pub.

76 $2,166 66⅔. NEW ORLEANS, 11 *February*, 1859.

Four years after date I promise to pay to the order of Messrs. Priestly and Bein, at the Citizens' Bank, the sum of two thousand one hundred and sixty-six 66⅔-100 dollars, for value received, with interest at the rate of eight per cent. per annum from maturity until paid.

(Signed) LAWRENCE G. BEIN.

Indorsed: Priestly and Bein, for Mrs. L. Dufossat. Edmond Souiat.

Oath of Edmond Souiat.—Filed and offered in evidence July 5, 1865.

428, (bis.) United States of America.

STATE OF LOUISIANA, *Recorder's court, 2d district, City of New Orleans.*

I, Edmund Souiat, do solemnly swear in the presence of Almighty God, that I will henceforth faithfully support, protect, and defend the Constitution of the United States and the Union of the States thereunder, and that I will, in like manner, abide by and faithfully
77 support all acts of Congress passed during the existing rebellion with reference to slaves, so long and so far as not repealed or modified or held void by Congress, or by decree of the Supreme Court, and that I will, in like manner, abide by and faithfully support all proclamations of the President made during the existing rebellion, having reference to slaves, so long and so far as not modified or declared void by the Supreme Court: so help me God.

(Signed) EDMOND SOUIAT.

I do hereby certify that on this twenty-second day of February, 1864, appeared before me Edmund Souiat, who subscribed the foregoing oath.

(Signed) CH'S LAUMONT, *Dep. Register,*
Per JNO. D. CHICOTT.

Note H.—Filed and offered in evidence July 5, 1865.

$4,000. NEW ORLEANS, 11*th February*, 1859.

Four years after date I promise to pay to the order of Messrs. Priestly and Bien the sum of two thousand dollars for value received, with interest at the rate of eight per cent. per annum, from maturity until paid, this note being payable at the domicil of the
78 Citizens' Bank.

(Signed) LAWRENCE G. BEIN.

Indorsed: Priestly and Bein, Beausejour Boisblanc.

Oath of Beausejour Boisblanc.—Filed and offered in evidence July 5th, 1865.

No. 378. UNITED STATES OF AMERICA:

UNITED STATES COMMISSIONER'S OFFICE,
No. 126 *Exchange Alley.*

I, Beausejour Boisblanc, do solemnly swear or affirm, in the presence of Almighty God, that I will henceforth faithfully defend the Constitution of the United States and the Union of States thereunder, and that I will in like manner abide by and faithfully support all laws and proclamations which have been made during the existing rebellion with reference to the emancipation of slaves: so help me God.

(Signed) BEAUSEJOUR BOISBLANC.

Sworn to and subscribed before me this third day of July, A. D. 1865.

——— ———.

79 This is to certify that the abovenamed has taken the amnesty oath, in virtue of the executive proclamation of the 29th of May, 1865.

(Signed) D. AUGUSTIN, [SEAL.]

United States Commissioner for the Eastern District of Louisiana.

[5 c. int. rev. stamp, cancelled.]

Document I.—Filed and offered in evidence July 5th, 1865.

UNITED STATES OF AMERICA, *State of Louisiana, City of New Orleans:*

Be it known that on this third day of May, in the year of our Lord one thousand eight hundred and sixty-two, and in the 86th of the independence of the United States of America, before me, Amedee Ducatel, notary public in and for the city and parish of New Orleans, State of Louisiana, duly commissioned and sworn, and in presence of the witnesses hereinafter named and undersigned, personally came and appeared Mr. Samuel Wolff, of this city, who acknowledges to be well and truly indebted, 1o., unto Messrs. Arbouin Marett & Co., of Cognac, (France,) into the sum of twenty-nine thou-

80 sand dollars, and, 2o., unto Messrs. Klepper & Co., of Bordeaux, (France,) into the sum of twenty-three thousand dollars, for value received in goods and merchandises, and being willing to secure the payment of the above sums, in the most effectual manner to the abovenamed creditors, the said Samuel Wolff, does hereby effect, mortgage, and hypothecate in favor of the said Arbouin Marett & Co., for securing the said sum of twenty-nine thousand dollars, and in favor of the said F. Klepper & Co., to secure the said sum of twenty-three thousand dollars, for the said Arbouin Marett & Co., and F. Klepper & Co., all what is accepted by Mr. Victor Maguan, of the city, here present: ten lots of ground situate, lying, and being in suburb Saulet, first district of this city, designated by the Nos. four, five, six, seven, eight, nine, ten, eleven, twelve, and thirteen ,in the square No. two, which is bounded by Benton, Euphrosine, Liberty, and Calliope streets; lots Nos. four, five, six, seven, eight, and nine, adjoin each other, and measure each twenty-seven feet six inches front on Benton street, by one hundred and twelve feet in depth between parallel lines; lot No. ten forms the corner of Benton and Euphrosine streets, and measures twenty-eight feet nine inches and six lines front on the former, by one hundred and twelve feet eight inches and four

81 lines in depth and front on the latter; lot No. eleven measures thirty feet 6 inches and four lines front on Euphrosine street, thirty feet six inches in width on the rear line, one hundred and thirty-seven feet eleven inches and six lines in depth on the side towards Benton street, and one hundred and forty-one feet five inches and two lines in depth on the side adjoining lot No. twelve; lot No. twelve measures thirty feet seven inches and six lines front on Eu-

phrosine street, thirty feet six inches in width in the rear, one hundred and forty-one feet five inches and two lines in depth on the side of lot No. eleven, and one hundred and forty-four feet ten inches and six lines in depth on the side of lot No. thirteen; and lot No. thirteen measures thirty feet six inches and four lines front on Euphrosine street, thirty feet six inches in width in the rear, one hundred and forty-four feet ten inches and six lines in depth on the side of lot No. twelve, and one hundred and forty-eight feet four inches and two lines on the other side together with all the buildings and improvements thereon, rights ways, and privileges thereto belonging or in anywise appertaining, together also, with all the machinery of foundry, tools, implements, &c., without exception, as the whole is described and mentioned in the schedule or inventory hereto attached.

82 As additional security the said Samuel Wolff promises and binds himself not to sell, alienate, mortgage, or incumber the said lots of ground, buildings, machinery, &c., to the prejudice of the present act; and by reference to the annexed certificate of the recorder of mortgages in this city, dated this day, it will appear that there is no other mortgage standing in the name of the said S. Wolff, and recorded against said lots of ground and buildings than the following:

1o. The mortgage granted by L G. Bein per act before A. Doriocourt, notary, on the 16th February, 1859, in favor of B. Boisblanc, to secure $21,590, with interests, costs, &c., which has been reduced of $1,530 by payment of that amount.

2o. The reversion of said mortgage up to $18,530, with interest, assumed by the said S. Wolff by act before the notary undersigned, dated the 9th December, 1861.

3o. And the privilege in favor of the second draining district to secure all costs of drainage due by said property.

And now personally appeared Mrs. Rebecca Blue, wife of full age of the said Samuel Wolff, after the undersigned notary had explained to her verbally the nature and purport of the foregoing act of mortgage from her said husband to the said Arbouin Marett & Co. and F. Klepper & Co., declared that she is desirous of releasing in favor of the said mortgagees the properties hereinbefore described

83 from the matrimonial, dotal, paraphernal, and other rights, and from all claims, mortgages, or privileges to which she may be entitled, whether by virtue of her marriage with the said Sam'l Wolff or otherwise.

Whereupon the undersigned notary did explained verbally to the said Mrs. Wolff, out of the presence of her said husband, the nature of her rights which are here detailed, to wit: The wife has a legal mortgage on the property of her husband in the following cases: 1st. For the restitution of her dowry and for the reinvestment of the dotal property sold by her husband, and which she brought in marriage, reckoning from the celebration of the marriage; 2d. For the restitution and reinvestment of the dotal property which came to her after the marriage, either by succession or donation, from the day the succession was opened or the donation perfected; 3d. For the

reimbursing the amount of her paraphernal property alienated by her and received by her husband or otherwise disposed of for his individual interest; 4th. To indemnify her for debts which she may have contracted with her husband; and 5th. For the donations which may have been made to her by her husband on account of their marriage, and that by renouncing said rights on the properties hereinbefore mortgaged would deprive herself irrevocably of all re-
84 course thereon.

And the said Mrs. Wolff did thereupon declared to me, notary, that she fully understood the nature and extent of her said rights on the property of her said husband, and that she nevertheless did persist in her intention of renouncing the same in favor of the said mortgagees on the properties hereinbefore mortgaged.

And the said Samuel Wolff, being now present, assisting and authorizing his said wife in the execution of these presents, and consenting thereto, she, the said Mrs. Wolff, did again declare that she did and does hereby make a formal renunciation and relinquishment of all her said rights and mortgages on the properties hereinbefore mortgaged in favor of the said mortgagees, binding herself and her heirs at all times to sustain and acknowledge the validity of this renunciation.

Thus done and passed in my office, at the city of New Orleans aforesaid, in the presence of Amedee Ducatel, jr., and Ernest Eude, both of this city, competent witnesses, who hereunto sign their names, with the said parties and me, the said notary.

(Signed) SAM. WOLFF.
REBECCA W. WOLFF.
VICTOR MARGUAN.
E. EUDE.
A. DUCATEL, JR.
AMEDEE DUCATEL, *Not. Pub.*

A true copy.
(Signed) AMEDEE DUCATEL, *Not. Pub.*

85 *Document K, record No.* 10354.—*Filed in evidence July 5th*, 1865.

Petition.

F. KLEPPER & Co. *vs.* SAMUEL WOLFF. } No. 10354.

To the honorable R. K. Howell, judge of the 6th district court of New Orleans:

The petition of F. Kepper & Co., of Bordeaux, France, duly represented by Oscar Bercier & Co., of New Orleans, their agent, respectfully represents that Samuel Wolff, also of New Orleans, is really and truly indebted unto your petitioners in the sum of twenty-three thousand dollars for goods and merchandise to him consigned by petitioners, to said Samuel Wolff, who has sold and disposed of it; that in order to secure to petitioners the payment of said sum of twenty-three thousand dollars, he, said Samuel Wolff, by an

86 act passed before Amedee Ducatel, esq., notary public, on the 3d of May, 1862, granted a mortgage in favor of petitioners on the following described property, to wit: Ten lots of ground lying and being in the faubourg Saulet, first district of this city, designated by the No. four, five, six, seven, eight, nine, ten, eleven, twelve, and thirteen, in the square No. 2, which is bounded by Benton, Euphrosine, Liberty, and Calliope streets.

Lots Nos. four, five, six, seven, eight, and nine adjoin each other, and measure each twenty-seven feet six inches front on Benton street, by one hundred and twelve feet in depth between parellel lines.

Lot No. ten forms the corner of Benton and Euphrosine streets, and measures twenty-eight feet nine inches and six lines front on the former, by one hundred and twelve feet eight inches and four lines in depth and front on the latter.

Lot No. eleven measures thirty feet 6 inches four lines front on Euphrosine street, thirty feet six inches in width on the rear line, one hundred and thirty-seven feet eleven inches and six lines in depth on the side towards Benton street, and one hundred and forty-one feet five inches two lines in depth on the side line adjoining No. twelve.

87 Lot No. twelve measures thirty feet seven inches and six lines front on Euphrosine street, thirty feet six inches in width at the rear, one hundred and forty-four feet ten inches and six lines in depth on the side of lot No. eleven, and one hundred and forty-four feet ten inches and six lines in depth on the side of the lot No. thirteen.

And lot No. thirteen measures thirty feet six inches and four lines front on Euphrosine street, thirty feet six inches in width at the rear, one hundred and forty-four feet ten inches and six lines in depth on the side of lot No. 12, and one hundred and forty-eight feet four inches and two lines on the other side. Together with the buildings and improvements thereon, rights, ways, and privileges thereunto belonging or in any wise appertaining. Together also with all the machinery of foundry, tools, implements, without exception, as the whole is described and mentioned on the schedule and inventory annexed to said act, as it will more fully appear by a copy in due form of said act of mortgage hereto annexed.

That on said act of mortgage said Samuel Wolff obligated himself not to alienate, mortgage, or incumber in any way or manner the above-described property to the prejudice of petitioners.

88 That said petitioners, in order to recover the amount of their claim, have applied to the defendant, who is now out of the State, and they are therefore entitled to a writ of attachment.

Wherefore petitioners pray that said Samuel Wolff be cited to appear before this honorable court, and that after due course of law he be condemned to pay petitioners said sum of twenty-three thousand dollars, with interest from the 3d of May, 1862, for the causes set forth in this petition, and costs, and with privilege on the property attached, and with the mortgage granted in their favor by the afore-

said act of mortgage passed on the 3d of May, 1862, passed before A. Ducatel, esqu'e, notary public; and as said Samuel Wolff resides out of the State, petitioners, on the affidavit and bond filed, pray for a writ of attachment directing the sheriff of the parish of Orleans to attach the above mortgaged property, as well as any other property, either movable or immovable, belonging to the defendants, even in the hands of any third person, and to keep the same unto his possession until further orders of this honorable court; and they pray for general relief.

(Signed) L. CASTERA, *of Counsel.*

89 *Affidavit.—Filed January* 30, 1863.

Sixth district court.

F. KLEPPER & Co. *vs.* SAMUEL WOLFF. } No. 10354.

Francois Laborde, one of the members of the firm of Oscar Bercier & Co., agents of F. Klepper & Co., being duly sworn, deposes and says that, to the best of his knowledge and belief, Samuel Wolff is really and truly indebted to MM. F. Klepper & Co., the plaintiff in this case, in the sum of twenty-three thousand dollars, as set forth in the petition herein filed, and that said Samuel Wolff has left the State permanently, and resides now out of the State.

(Signed) F. LABORDE.

Sworn to and signature acknowledged before me this January 30th, 1863.

(Signed) WM. C. DUNCAN, *Clerk.*

Order.

Let a writ of attachment issue in this case as prayed for and according to law, on the plaintiffs' giving bond, with good and solv-
90 ent security, in the sum of thirty-four thousand five hundred dollars.

New Orleans, January 30th, 1863.

(Signed) R. K. HOWELL, *Judge.*

Bond.

Know all men by these presents that we, F. Klepper & Co., as principals, Oscar Bercier & Co., as surety, of the city of New Orleans and State of Louisiana, are held and firmly bound unto Samuel Wolff in the sum of thirty-four thousand five hundred dollars lawful money of the United States of America, to be paid by the said F. Klepper & Co. and Oscar Bercier & Co., heirs, executors, administrators, and assigns, for which payment well and truly to be made we bind ourselves, and each of us by himself, and each of our heirs, executors,

and administrators, firmly by these presents. Sealed with our seals and dated the 30th day of January, in the year of our Lord 1863.

Whereas F. Klepper & Co. have this day presented a petition to the honorable the 6th district court of New Orleans, praying for a writ of attachment, now the condition of the above obligation
91 is that we, the above bound F. Klepper & Co. and Oscar Bercier & Co., will well and truly pay to the said Samuel Wolff, the defendant in said attachment, all such damages as he may recover against us in case it should be decided that the attachment was wrongfully obtained.

F. LABORDE. [L. S.]
OSCAR BERCIER & CO. [L. S.]

Signed, sealed, and delivered in presence of—

——— ———.

Writs of attachments to post.

Sixth district court of New Orleans.

The State of Louisiana to the sheriff of the parish of Orleans, greeting:

Whereas due proof has been made before the sixth district court of New Orleans by Francois Laborde, member of the firm of Oscar Bercier & Co., that Samuel Wolff is really and truly indebted to F. Klepper & Company in the sum of twenty-three thousand dollars, and that said Samuel Wolff has left and now resides permanently out of the State of Louisiana: Now, therefore, you are commanded, in the name of the State of Louisiana and of the sixth district court of
92 New Orleans, to seize and attach according to law, and take into your possession the goods and chattels, lands and tenements, rights and moneys, effects and credits of the said Samuel Wolff, if any you find in said parish, to the amount of what will suffice to discharge the said debt and cost of suit; and that you give notice of this proceeding by leaving a copy thereof at the last place of abode of the said defendant, if in said parish, and causing a copy thereof to be affixed at the door of the parish church of said parish, and make a return of the writ and indorse thereon the manner in which you have executed it before our court as the law directs.

Clerk's office this 30th day of January, 186 .

(Signed) GASPAR JAMES, *Clerk.*

Sheriff's return.

Received January 30th, 1863, and on the same day, month, and year posted copies of within writ, one to the door of the room in which this honorable court is held and one to the wall of the church of St. Louis parish of Orleans.

Returned same day.

(Signed) I. O. LOZE, *D'y Sheriff.*

Sheriff's fees $3 00.

93 *Writs of attachment.*

The State of Louisiana to the sheriff of the parish of Orleans, greeting:

Whereas due proof has been made before the sixth district court of New Orleans by Francois Laborde, member of the firm of Oscar Bercier & Co., that Samuel Wolff is really and truly indebted to F. Klepper and company in the sum of twenty-three thousand dollars, and that said Samuel Wolff has left and now resides permanently out of the State of Louisiana: Now, therefore, you are commanded, in the name of the State of Louisiana and of the sixth district court of New Orleans, to seize and attach according to law, and take into your possession, the goods and chattels, lands and tenements, rights and moneys, effects and credits of the said Samuel Wolff, if any you find in said parish, to the amount of what will suffice to discharge the said debt and cost of suit; and that you give notice of this proceeding by leaving a copy thereof at the last place of abode of the said defendant, if in said parish, and causing a copy thereof to be affixed at the door of the parish church of said parish, and make a return of this writ and indorse thereon the manner in which you have executed it before our court as the law directs.

Clerk's office, this 30th day of January, 1863.

(Signed) GASPAR JAMES, *Clerk.*

94 *Sheriff's return.*

Received January 30th, 1863, and, by virtue of instructions of plaintiff's attorney, levied this writ upon the property described on the annexed notice of seizure, which, together with the return, are made part thereof. A copy of said notice of seizure was served upon the recorder of mortgages for the parish of Orleans, city of New Orleans, who recorded said seizure in his office.

Returned June 29th, 1863.

(Signed) ARTHUR HART, *D'y Sheriff.*

Sheriff's fees $1 50 for this writ.

F. KLEPPER & Co. *vs.* SAMUEL WOLFF. } No. 10354.

NEW ORLEANS, *January* 31*st*, 1863.

State of Louisiana, sheriff's office, parish of Orleans, to Samuel Wolff:

Please to take notice that, by virture of a writ of attachment issued in the above-mentioned suit, I have attached and taken into my possession ten lots of ground situate, lying in the faubourg Saulet, 4th district of this city, designated by the Nos. 4, 5, 6, 7, 8, 9, 10, 11, 12, and 13 in the square No. 2, which is bounded by Benton,

95 Euphrosine, Liberty, and Calliope streets. Lots Nos. 4, 5, 6, 7, 8, and 9 adjoin each other and measure each 27 feet 6 inches front on Benton street, by 112 feet deep between parallel lines; lot No. 10 forms the corner of Benton and Euphrosine streets and front

on the latter; lot No. eleven measures 30 feet 6 inches and 4 lines front on Euphrosine street, 30 feet 6 inches in width on the rear line, 137 feet 11 inches and 6 lines in depth on the side towards Benton street, and 141 feet 5 inches and 2 lines in depth on the side adjoining lot No. 12; lot No. 12 measures 30 feet 7 inches and 6 lines front on Euphrosine street, 30 feet six inches in width in the rear, 144 feet 10 inches and 6 lines in depth on the side of lot No. 11, and 144 feet 10 inches and 6 lines in depth on the side of lot No. 13; and lot No. 13 measures 30 feet 6 inches and 4 lines front on Euphrosine street, 30 feet 6 inches in width on the rear, 144 feet 10 inches and 6 lines in depth on the side of lot No. 12, and 148 feet 4 inches and 2 lines on the other side, together with all the buildings and improvements thereon, rights, ways, and privileges thereto belonging or in anywise appertaining; together, also, with all the machinery of foundry, tools, instruments, and, without exceptions, to pay and satisfy the writ issued in this case, say the sum of 23,000, with interest.

(Signed) I. O. LOZE, *D'y Sheriff.*

96 *Citation to post.—Filed January 30th,* 1863.

State of Louisiana, sixth district court of New Orleans.

F. KLEPPER & Co.
vs.
SAMUEL WOLFF. } No. 10354.

Mr. Samuel Wolff: You are hereby summoned to comply with the demand contained in the petition of which a copy accompanies this citation, or deliver your answer to the same, in the office of the clerk of the sixth district court of New Orleans, in the city of New Orleans, in ten days after the service hereof.

Witness the honorable R. K. Howell, judge of the said court, the 30th day of January, in the year of our Lord 1863.

(Signed) S. G. HAMILTON, *Deputy Clerk.*

Sheriff's return.

Received 30th June, 1863, and on the same day, month, and year posted copies of within citation, one to the door of the room in which this honorable court, and one to the wall of the church of St. Louis, parish of Orleans. Returned same day.

(Signed I. O. LOZE, *Deputy Sheriff.*

97 *Citation.—Filed February 6th,* 1863.

State of Louisiana, sixth district court of New Orleans.

F. KLEPPER & Co.
vs.
SAMUEL WOLFF. } No. 10354.

Mr. Samuel Wolff: You are hereby summoned to comply with the demand contained in the petition of which a copy accompanies this

citation, or deliver your answer to the same, in the office of the clerk of the sixth district court of New Orleans, in the city of New Orleans, in ten days after the service hereof.

Witness the honorable R. K. Howell, judge of the said court, the 30th day of January, in the year of our Lord 1863.

(Signed) S. G. HAMILTON, *Deputy Clerk.*

Sheriff's return.

Received January 31st, 1863. After diligent search and inquiry made, the defendant herein, Samuel Wolff, could not be found.

Returned February 5th, 1863.

(Signed) M. DE COURSEY, *D'y Sheriff.*

98 *Motion for appointment of a curator ad hoc.—Filed February 16th*, 1863.

6th district court.

F. KLEPPER & Co. *vs.* SAMUEL WOLFF. } No. 10354.

On motion of L. Castera, attorney for plaintiffs in the above-entitled case, and on showing to the honorable court that real estate has been attached in this case by the sheriff of the parish of Orleans, who is now in possession of it, and in further showing that said sheriff, after due diligence and inquiries, has been unable to find said defendant, and that citation could not be served upon him, it is ordered by the court that W. H. Hunt, esq., be appointed curator ad hoc, to represent said absent defendant.

Notice of appointment.

The State of Louisiana, sixth district court of New Orleans.

F. KLEPPER. *vs.* SAMUEL WOLFF. } No. 10354.

99 To W. H. Hunt: You are hereby notified that you have been appointed by this honorable court attorney ad hoc in the above.

Clerk's office, New Orleans, February 17th, 1863.

(Signed) GASPAR JAMES, *D'y Clerk.* [SEAL.]

Sheriff's return.

Received Feb'y 17, 1863, and on the 18th day of the same month and year served copy of the within notice personally on W. H. Hunt, curator ad hoc. Returned same day.

(Signed) M. DE COURSEY, *D'y Sheriff.*

Citation.—Filed February 21st, 1865.

State of Louisiana, sixth district court of New Orleans.

F. KLEPPER & Co.
vs.
SAMUEL WOLFF. } No. 10354.

Mr. Samuel Wolff: You are hereby summoned to comply with the demand contained in the petition of which a copy accompanies this citation, or deliver your answer to the same, in the office of the clerk of the sixth district court of New Orleans, in the city of New Orleans, in ten days after the service hereof.

100 Witness the honorable R. K. Howell, judge of the said court, the 17th day of February, in the year of our Lord, 1863.

(Signed) WM. C. DUNCAN, *Clerk.*

Sheriff's return.

Received February 14th, 1863, and on the 18th day of the same month and year served copy of the within citation and accompanying petition on defendant herein, through W. H. Hunt, curator ad hoc. Returned same day.

(Signed) M. DE COURSEY, *D'y Sh'ff.*

Answer of William H. Hunt.—Filed March 3d, 1863.

Sixth district court.

F. KLEPPER & Co.
vs.
SAMUEL WOLFF. } No. 10354.

Now comes the defendant, through the undersigned, and for answer to plaintiff's petition, says:

101 That being unable to communicate with said defendant, by reason of his absence outside of the military lines of the United States, and having no special defence to make to said petition, this appearer denies all and singular the allegations of said petition, and prays to be hence dismissed with costs.

(Signed) WILLIAM H. HUNT,
Curator ad hoc.

Note of evidence.—Filed March 16th, 1863,

In 6th district court, March 16th, 1863, on trial:

F. KLEPPER & Co.
vs.
SAMUEL WOLFF. } No. 10354.

Counsel for plaintiffs offers in evidence act of mortgage on file, marked A and M; also sheriff's return on writ of attachment herein issued.

102 *Judgment.—Entered March 17th, 1863.*

The court considering that the law and evidence are in favor of plaintiffs, F. Klepper & Co., it is adjudged and decreed that said plaintiffs do have and recover of the defendant, Samuel Wolff, the sum of twenty-three thousand dollars, with legal interest from the third of May, 1862, until paid, and costs of suit, with privilege upon the property attached and mortgage upon the property described in plaintiff's petition.

Judgment signed March 21st, 1863.

R. K. HOWELL, *Judge.*

Document "L," record No. 10355, filed in evidence July 5, 1865.—Petition.—Filed January 30, 1863.

6th district court.

ARBOUIN MARETT & Co.
vs.
SAMUEL WOLFF. } No. 10355.

To the honorable R. K. Howell, judge of the 6th district court of New Orleans:

103 The petition of Arbouin Marett & Co., of Cognac, France, duly represented by their agents, MM. Oscar Bercier & Co., of New Orleans, respectfully represents that Samuel Wolff, also of this city of New Orleans, is really and truly indebted unto your petitioner in the sum of twenty-nine thousand dollars for merchandise, consisting in great part of brandy, cognac, consigned by petitioners in the year 1860 and 1861 to Samuel Wolff, who has sold and disposed of said merchandise; that in order to secure to petitioners the payment of the merchandise aforesaid, the said Samuel Wolff, by an act passed before A. Ducatel, esq'ire, notary public, on the 3d of May, 1862, acknowledged to be indebted to said petitioners for the above specified amount of twenty-nine thousand dollars, and granted a mortgage in favor of said petitioners on the following described property, to wit:

Ten lots of ground situate, lying, and being on the faubourg Saulet, first district of this city, designated by the Nos. four, five, six, seven, eight, nine, ten, eleven, twelve, and thirteen in the square No. 2, which is bounded by Benton, Euphrosine, Liberty, and Calliope streets.

104 Lots Nos. 4, 5, 6, 7, 8, 9 adjoin each other, and measure each twenty-seven feet six inches front on Benton street, by one hundred and twelve feet deep between parallel lines.

Lot No. ten forms the corner of Benton and Euphrosine streets, and measures twenty-eight feet nine inches and six lines front on the former, by one hundred and twelve feet eight inches and four lines in depth and front on the latter.

Lot No. eleven measures 30 feet six inches and four lines front on Euphrosine street, thirty feet six inches in width on the rear line, one

hundred and thirty-seven feet eleven inches and six lines in depth on the side towards Benton street, and one hundred and forty-one feet five inches and two lines in depth on the side adjoining lot No. twelve.

Lot No. twelve measures thirty feet seven inches six lines front on Euphrosine street, thirty feet six inches in width at the rear, one hundred and forty-four feet ten inches and six lines in depth on the side of the lot No. eleven, and one hundred and forty-four feet ten inches and six lines in depth on the side of the lot No. thirteen.

And lot No. thirteen measures thirty feet six inches and four lines front on Euphrosine street thirty feet six inches in width at the rear, one hundred and forty-four feet ten inches and six lines in depth on the side of the lot No. twelve, and one hundred and forty-
105 eight feet four inches and two lines on the other side; together with all the buildings and improvements thereon, right ways and privileges thereto belonging or in anywise appertaining. Together also with all the machinery of foundry, tools, implements, &c., without exception, as the whole is described on the schedule annexed to said act of mortgage, and as it will more fully appear by reference to a copy of said act of mortgage hereto annexed.

That by said act of mortgage said Samuel Wolff obligated himself not to sell, alienate, mortgage, or incumber in any way or manner the above-described property to the prejudice of petitioners. That said petitioners, in order to recover the amount of their claim, have applied to the defendant, who is now out of the State, and they are therefore entitled to a writ of attachment.

Wherefore petitioners pray that said Sam'l Wolff be cited to appear before this honorable court, and that after due course of law, *that* he be condemned to pay petitioners said sum of twenty-nine thousand dollars, with legal interest from the 3d of May, 1862, for the causes set forth in this petition, and with privilege on the property attached and with the mortgage granted in their favor by the act of mortgage of the 3d of May, 1862, passed before A.
106 Ducatel, esq're, notary public; and as said Samuel Wolff resides out of the State petitioners, on the affidavit and bond filed, pray for a writ of attachment, directing the sheriff of the parish of Orleans to attach the above mortgaged property, as well as any other property, either movable or immovable, belonging to the defendant, even in the hands of any third person, and to keep the same unto his possession until further orders of this honorable court, and for costs and general relief.

(Signed) L. CASTERA, *of Counsel.*

Order.

Let a writ of attachment issue in this case as prayed for and according to law, on the plaintiff's giving bond, with good and solvent security, in the sum of forty-three thousand five hundred dollars.

New Orleans, Jan'y 30th, 1863.

(Signed) R. K. HOWELL, *Judge.*

Affidavit.—Filed January 30th, 1863.

6th district court.

ARBOUIN MARETT & Co. *vs.* SAMUEL WOLFF. } No. 10355.

Francois Laborde, one of the members of the firm of Oscar Bercier & Co., agents of Arbouin Marett & Co., being duly sworn deposes and says, that to the best of his knowledge and belief Samuel Wolff is really and truly indebted to MM. Arbouin Marett
107 & Co., the plaintiffs in this case, in the sum of twenty-nine thousand dollars, as set forth in the petition herein filed, and that said Samuel Wolff has left the State permanently, and now resides out of the State.

(Signed) F. LABORDE.

Sworn to and signature acknowledged before me this January 30th, 1863.

(Signed) WM. C. DUNCAN, *Clerk*.

Bond.

Know all men by these presents that we, Arbouin Marett & Co., as principal, and Oscar Bercier & Co., as surety, of the city of New Orleans and State of Louisiana, are held and firmly bound unto Samuel Wolff in the sum of forty-three thousand five hundred dollars lawful money of the United States of America, to be paid by the said Arbouin Marett & Co. and Oscar Bercier & Co., their heirs, executors, administrators, and assigns, for which payment well and truly to be made we bind ourselves, and each of us by himself,
108 and each of our heirs, executors, and administrators, firmly by these presents. Sealed with our seals and dated the 30th day of January, in the year of our Lord one thousand eight hundred and sixty-three.

Whereas Arbouin Marett & Co. have this day presented a petition to the honorable the sixth district court of New Orleans praying for a writ of attachment—

Now the condition of the above obligation is that we, the above bound Arbouin Marett & Co. and Oscar Bercier & Co. will well and truly pay to the said Samuel Wolff, the defendant in said attachment, all such damages as he may recover against us in case it should be decided that the attachment was wrongfully obtained.

(Signed) F. LABORDE. [L. S.]
OSCAR BERCIER & CO. [L. S.]

Signed, sealed, and delivered in presence of—
(Signed) L. CASTERA.

Attachment.—Filed July 6th, 1863.

A. MARETT & Co.
vs.
SAMUEL WOLFF. } No. 10355.

NEW ORLEANS, *Jan'y 31st*, 1863.

109 Sixth district court of New Orleans, the State of Louisiana, to the sheriff of the parish of Orleans, greeting:

Whereas due proof has been made before the sixth district court of New Orleans, by Francis Laborde, one of the members of the firm of Oscar Bercier & Co., agents of Arbouin Marett & Co., that Samuel Wolff is really and truly indebted to MM. Arbouin Marett & Co., plaintiffs herein, in the sum of twenty-nine thousand dollars, and that the said Samuel Wolff reside permanently out of the State of Louisiana, now, therefore, you are commanded, in the name of the State of Louisiana, and of the sixth district court of New Orleans, to seize and attach according to law and take unto your possession the goods and chattels, lands and tenements, rights and moneys, effects and credits of the said Samuel Wolff, if any you find in said parish, to the amount of what will suffice to discharge the said debt and cost of suit; and that you give notice of this proceeding by leaving a copy thereof at the last place of abode of the said defendant, if in said parish, and causing a copy thereof to be affixed at the door of the parish church of said parish; and make a return of this writ, and indorse
110 thereon the manner in which you have executed it before our court, as the law directs.

Clerk's office, 30th day of January, 1863.

(Signed) S. G. HAMILTON, *D'y Clerk.*

Sheriff's return.

Received January 30th, 1863, and, by virtue of instructions of plaintiff's attorney, I levied this writ upon the property described in the annexed notice of seizure, which, together with the return, are made part thereof; a copy of said notice of seizure was served upon the recorder of mortgages for the city of New Orleans, parish of Orleans, State of Louisiana, who recorded said seizure in his office.

Returned June 29th, 1863.

(Signed) ARTHUR HART, *Dep. Sheriff.*

Notice of writ of attachment.

NEW ORLEANS, *January 31st*, 1863.

A. MARETT & Co.
vs.
SAMUEL WOLFF. } No. 10355.

111 State of Louisiana, sheriff's office, parish of Orleans, in the 6th district court of New Orleans, to Samuel Wolff:

Please to take notice, that by virtue of a writ of attachment issued in the above-mentioned suit, I have attached and taken into my pos-

session ten lots of ground, situate, lying, and being in the faubourg Saulet, 4th district of this city, designated by the Nos. 4, 5, 6, 7, 8, 9, 10, 11, 12, and 13, in the square No. 2, bounded by Benton, Euphrosine, Liberty, and Calliope streets. Lots Nos. 4, 5, 6, 7, 8, and 9 adjoin each other, and measure each 27 feet 6 inches front on Benton street by 172 feet deep between parallel lines. Lot No. 10 forms the corner of Benton and Euphrosine streets, and measures 28 feet 9 inches and 6 lines front on the former by 172 feet 8 inches and 4 lines in depth and front on the latter. Lot No. 11 measures 30 feet 6 inches and 4 lines front on Euphrosine street, 30 feet 6 inches in width on the rear line, 137 feet 11 inches and 6 lines in depth on the side towards Benton street, 141 feet 5 inches and 2 lines in depth on the side adjoining. Lot No. 12 measures 30 feet 7 inches and 6 lines front on Euphrosine street, 30 feet 6 inches in width in the rear, 144 feet 10 inches and 6 lines in depth on the side of lot No.
112 eleven and 144 feet 10 inches and 6 lines in depth on the side of lot No. 13; and lot No. 13 measures 30 feet 6 inches and 4 lines front on Euphrosine street, 30 feet 6 inches in width on the rear, 144 feet 10 inches and 6 lines in depth on the side of lot No. 12, and 148 feet 4 inches and 2 lines on the other side. Together with all the buildings and improvements thereon, rights, ways, and privileges thereto belonging or in anywise appertaining. Together also with all the machinery of foundry, tools, instruments, without exceptions, to pay and satisfy the writ issued in this case, say the sum of $29,000 with interest.

(Signed) I. O. LOZE, *D'y Sheriff.*

Writs of attachment to post.—Filed January 30th, 1863.

Sixth district court of New Orleans, No. 10355.

The State of Louisiana to the sheriff of the parish of Orleans, greeting:

Whereas due proof has been made before the sixth district court of New Orleans by Francis Laborde, one of the members of the firm of Oscar Bercier & Company, agents of Arbouin Marett & Co., that Samuel Wolff is really and truly indebted to MM. Arbouin
113 Marett & Co., plaintiffs herein, in the sum of twenty-nine thousand dollars, and that the said Samuel Wolff reside permanently out of the State of Louisiana, now, therefore, you are commanded, in the name of the State of Louisiana, and of the sixth district court of New Orleans, to seize and attach according to law and take into your possession the goods and chattels, lands and tenements, rights and moneys, effects and credits of the said Samuel Wolff, if any you find in said parish, to the amount of what will suffice to discharge the said debt and cost of suit; and that you give notice of this proceeding by leaving a copy thereof at the last place of abode of the defendant, if in said parish, and causing a copy thereof to be affixed at the door of the parish church of said parish, and make a return of this writ, and indorse thereon the manner in which you have executed it, before our court, as the law directs.

Clerk's office, 30th day of January, 1853.

(Signed) S. G. HAMILTON, *D'y Clerk.*

Sheriff's return.

Received January 30th, 1863, and on the same day, month, and year posted copies of the within writ, one to the door of the
114 room in which this honoroble court is held, and one to the wall of the church of St. Louis, parish of Orleans.

Returned same day.

(Signed) I. O. LOZE, *D'y Sh'ff.*

Citation.—Filed February 6, 1863.

State of Louisiana, sixth district court of New Orleans.

ARBOUIN MARETT & Co.
vs.
SAMUEL WOLFF. } No. 10355.

To Samuel Wolff: You are hereby summoned to comply with the demand contained in the petition of which a copy accompanies the citation, or deliver your answer to the same, in the office of the clerk of the sixth district court of New Orleans, in the city of New Orleans, in ten days after the service hereof.

Witness the honorable R. K. Howell, judge of the said court, the sixth day of January, in the year of our Lord 1863.

(Signed) S. G. HAMILTON, *D'y Clerk.*

115 *Sheriff's return.*

Received January 30th, 1863. After diligent search and inquiry made, the defendant herein, Samuel Wolff, could not be found.

Returned February 5th, 1863.

(Signed) M. DE COURSEY, *Deputy Sheriff.*

Citation to post.—Filed January 30th, 1863.

A. MARETT & Co.
vs.
SAMUEL WOLFF. } No. 10355.

State of Louisiana, sixth dist. court of New Orleans.

To Samuel Wolff: You are hereby summoned to comply with the demand contained in the petition of which a copy accompanies this citation, or deliver your answer to the same, in the office of the clerk of the sixth district court of New Orleans, in the city of New Orleans, in ten days after the service hereof.

Witness the honorable R. K. Howell, judge of the said
116 court, the 30th day of January, in the year of our Lord 1863.

(Signed) S. G. HAMILTON, *D'y Clerk.*

Sheriff's return.

Received January 30th, 1863, and on the same day, month, and year posted copies of within citation, one to the door of the room in which this honorable court is held, and one on the wall of the church of St. Louis, parish of Orleans. Returned same day.

(Signed) I. O. LOZE, *D'y Sheriff.*

Motion for appointing a curator ad hoc.—Filed February 6th, 1863.

Sixth district court.

ARBOUIN MARETT & Co.
vs.
SAMUEL WOLFF. } No. 10355.

On motion of L. Castera, attorney for plaintiffs in the above-entitled case, and on showing to this honorable court that real estate has been attached in this case by the sheriff of the parish of Or-
117 leans, who is now in possession of it, and in further showing that said sheriff, after due diligence and inquiries, has been unable to find said defendant, and that the citation could not be served upon him, it is ordered by the court that Wm. H. Hunt, esq., be appointed curator ad hoc to represent said absent defendant.

Citation.—Filed February 21st, 1863.

ARBOUIN MARETT & Co.
vs.
SAMUEL WOLFF. } No. 10355.

State of Louisiana, sixth district court of New Orleans.

Mr. Samuel Wolff: You are hereby summoned to comply with the demand contained in the petition of which a copy accompanies this citation, or to deliver your answer to the same, in the office of the clerk of the sixth district court of New Orleans, in the city of New Orleans, in ten days after the service hereof.

Witness the honorable R. K. Howell, judge of the said court,
118 the 17th day of February, in the year of our Lord one thousand eight hundred and sixty-three.

(Signed) WM. C. DUNCAN, *Clerk*.

Sheriff's return.

Received February 17th, 1863, and on the 18th day of the same month and year served copy of the within citation and accompanying petition on defendant herein, through W. H. Hunt, curator ad hoc. Returned the same day.

(Signed) A. DE COURSEY, *D'y Sheriff*.

Notice of appointment served on W. H. Hunt.

The State of Louisiana, sixth district court of New Orleans.

ARBOUIN MARETT & Co.
vs.
SAMUEL WOLFF. } No. 10355.

To Wm. H. Hunt: You are hereby notified that you have
119 been appointed by this honorable court attorney ad hoc in the above case.

Clerk's office, New Orleans, February, 1863.

(Signed) GASPAR JAMES, *D'y Clerk*.

Sheriff's return.

Received February 17th, 1863, and on the 18th day of the same month and year served copy of the within notice, through Wm. H. Hunt, esq'r, curator ad hoc. Returned same day.

(Signed) M. DE COURSEY, *D'y Sheriff.*

Answer of Wm. H. Hunt, curator ad hoc.—Filed March 3d, 1863.

Sixth district court.

ARBOUIN MARETT & CO. *vs.* SAMUEL WOLFF. } No. 10355.

Now comes the undersigned, and being unable personally to communicate with said defendant, who is absent from the State,
120 pleads a general denial, and prays to be hence dismissed with judgment in his favor, and for costs, and all general relief.

(Signed) WM. H. HUNT, *Curator ad hoc.*

Note of evidence.—Filed March 16th, 1863.

ARBOUIN MARETT & CO. *vs.* SAMUEL WOLFF. } No. 10355.

In the 6th district court, March 16th, 1863, on trial, counsel for plaintiffs offers in evidence the contract of mortgage on file, marked C. M.; also sheriff's return of writ of attachment issued herein.

Judgment.—Entered March 17th, 1863.

The court considering that the law and evidence are in favor of plaintiff, Arbouin Marett & Co., it is adjudged and decreed
121 that said plaintiffs do have and recover of the defendant, Samuel Wolff, the sum of twenty-nine thousand dollars, with legal interest from the third of May, 1862, until paid, and costs of suit, with privilege on the property attached, and mortgage upon the property described in plaintiff's petition.

Judgment signed March 21st, 1863.

(Signed) R. K. HOWELL, *Judge.*

Hearing and submission of cause.—From the minutes of July 5th 1865.

U. S. circuit court, eastern district of Louisiana.

UNITED STATES *vs.* HOLMES'S FOUNDRY, &c. } No. 3541.

This cause was called for trial; district attorney for the United States; Alfred Grima, esq., on behalf of L. Castera, esq., for F. Klepper & Co. and for Arbouin Marett & Co., intervenors. C. Roselius, esq., for Edmond Souiat Dufossat and Beausejour Boisblanc, testamentary executors, &c., and for Beausejour Boisblanc intervenors.

And after hearing pleadings and evidence the court took
122 time to advise.

Judgment.—From the minutes of July 8th, 1865.

UNITED STATES
vs.
HOLMES'S FOUNDRY, &c. } No. 3541.

For the reasons orally assigned by the court, it is ordered, adjudged, and decreed that the Holmes Foundry, with all the machinery, tools, &c., and the lots of ground upon which it stands, as the whole is more fully described in the libel and inventory on file be, and the same are hereby, condemned as forfeited to the United States.

It is further ordered that the clerk of this court issue a writ of venditioni exponas to the marshal of the district, returnable on the 1st September, 1865, and that upon the return thereof the proceeds be distributed according to law.

It is further adjudged and decreed that the mortgage rights of Edmond Souiat Dufossat and Beausejour Boisblanc be recognized, and that there be judgment in their favor for the sum of thirteen thou-
sand dollars, with eight per cent. interest per annum, from
123 11th February, 1863, till paid, and five per cent. attorney fee, with privilege and mortgage on the proceeds of the whole of the libelled property more fully described in the act of mortgage on file and made part hereof.

It is further adjudged and decreed that the mortgage rights of Beausejour Boisblanc be also recognized, and that there be judgment in his favor for the sum of four thousand dollars, with eight per cent. interest per annum, from 11th February, 1863, till paid, and five per cent. attorney fee thereon, with a privilege and mortgage on the proceeds of the libelled property, of which a full description is given in the notarial act on file and made part hereof.

It is further adjudged and decreed that the interventions of Arbouin Marett & Co., and of F. Klepper & Co., who claim a lien and privilege on the proceeds of the libelled property, by virtue of an act of mortgage executed by the owner on the 3d May, 1862, which cannot be acknowledged, be dismissed with costs.

Judgment rendered July 8th, 1865.

Judgment signed July 13th, 1865.

(Signed) E. H. DURELL, *Judge.*

124 *Venditioni exponas.—Issued July 22d, 1865.*

United States circuit court, sixth judicial circuit, and eastern district of Louisiana.

The President of the United States of America to the marshal of the eastern district of Louisiana, or either of his deputies, greeting:

Whereas, at a circuit court of the United States holden at New Orleans for and within said district, on the eighth day of July, A. D.

1865, the Holmes Foundry, with all the machinery, tools, &c., and the ten lots of ground upon which it stands, as the whole is more fully described in the libel and inventory on file, were, after proclamation and due proceedings had, decreed forfeited to the United States and ordered to be sold at public auction, these are therefore to command you to sell to the highest bidder at public auction, at the city of New Orleans, within said district, on the 29th day of August, 1865, at 12 o'clock m. the said Holmes Foundry, &c., first giving thirty days' notice, at least, of the time and place of sale, by advertising the same in the Picayune, one of the newspapers printed at New Orleans, and by proclamation in the usual form on the day of
125 sale. The money arising from the sale to be paid into the registry of the said court, to be disposed of as the law in this case directs, and make due return hereof, with your doings herein, on the first day of September, 1865.

Witness the honorable Salmon P. Chase, Chief Justice of the Supreme Court of the United States of America, at New Orleans, this 22d day of July, A. D. 1865, and the 90th year of the independence of the United States of America.

[SEAL.] (Signed) F. B. VINOT, *D'y Clerk.*

Copy of judgment annexed to the venditioni exponas.

Circuit court of the United States, sixth circuit, and eastern district of Louisiana, April term 1865.

NEW ORLEANS, *Saturday, July 8th*, 1865.

Court met pursuant to adjournment. Present, Hon. Edward H. Durell, district judge.

UNITED STATES
vs.
HOLMES'S FOUNDRY, &c. } No. 3541.

126 For the reasons orally assigned by the court, it is ordered, adjudged, and decreed that the Holmes Foundry, with all the machinery, tools, &c., and the lots of ground upon which it stands, as the whole is more fully described in the libel and inventory on file, be, and the same are hereby, condemned as forfeited to the United States.

It is further ordered that the clerk of this court issue a writ of venditioni exponas to the marshal of the district, returnable on the first September, 1865, and that upon the return thereof the proceeds be distributed according to law.

It is further adjudged and decreed that the mortgage rights of Edmond Souiat Duffossat and Beausejour Boisblanc be recognized, and that there be judgment in their favor for the sum of $13,000, with 8 per cent. interest from the 11th February, 1863, till paid, and 5 per cent. attorney fee, with privilege and mortgage on the proceeds of the whole of the libelled property more fully described in the act of mortgage on file and made part hereof.

It is further ordered, adjudged, and decreed that the mortgage

rights of Beausejour Boisblanc be also recognized, and that there be judgment in his favor for the sum of $4,000, with 8 per cent.
127 interest from 11th February, 1863, till paid, and 5 per cent. attorney fee thereon, with a privilege and mortgage on the proceeds of the libelled property of which a full description is given in the notarial act on file and made part hereof.

It is further adjudged and decreed that the interventions of Arbouin Maret & Co., and of F. Klepper & Co., who claim a lien and privilege on the proceeds of the libelled property by virtue of an act of mortgage executed by the owner on the 3d May, 1832, which cannot be acknowledged, be dismissed with costs.

Judgment rendered July 8th, 1865.

Judgment signed July 13th, 1865.

(Signed) E. H. DURELL, *Judge*.

CLERK'S OFFICE.

A true copy.

(Signed) F. B. VINOT, *D'y Clerk*.

Certificate from the office of mortgages annexed to the venditioni exponas.

OFFICE OF MORTGAGES.

The undersigned, recorder of mortgages for the parish of
128 Orleans, city of New Orleans, State of Louisiana, certifies that in the records in this office there are no other mortgages standing in the name of Samuel Wolff and recorded against than the following, to wit:

B. 77, fo. 533, the version he took per his act of purchase before A. Ducatel, notary, on the 9th December, 1861, up to $18,530, interest and costs.

B. 72, fo. 506, of the mortgage granted by L G. Bein in favor of B. Boisblanc, as per act before A. Doriocourt, notary, on the 14th February, 1859, to secure $21,590, now reduced to $20,060, int.

B. 78, fo. 263, the one by him granted in favor of, 1°, A. Marrett & Co., of France, for $29,000; and, 2d, F. Klepper & Co., of France, for $23,000, with int. and costs, as per act before A. Ducatel, notary, on the 3d May, 1862.

B. P 1, f. 370, the privilege in favor of the second draining dist.

B. I 11, fo. 107, the one resulting from the inscription of a suit of attachment, No. 10355, A. Marrett & Co. *vs.* Samuel Wolff, to pay and satisfy said $29,000, int. and costs, dated and accorded 31st January, 1863.

129 B'k I M, No. 11, fo. 134, the general one in favor of F. Klepper & Co., recorded on the 23 April, 1863, resulting from a judgment rendered by the 6th district court on the 17th March, 1863, for the sum of $23,000, with interest stipulated in said judgment and costs of suit, against Samuel Wolff.

B'k I M, No. 11, fo. 134, the general one in favor of A. Marrett & Co., recorded on the 23d April, 1863, resulting from a judgment

rendered by the 6th district court on the 17th March, 1863, for the sum of $29,000, with interest stipulated in said judgment and costs of suit, against Samuel Wolf.

New Orleans, August 30th, 1865.

(Signed) CHARLES E. LENES, *D'y Recorder.*

[5-cent revenue stamp, cancelled.]

In the United States circuit court for the sixth circuit and eastern district of Louisiana.

UNITED STATES *vs.* HOLMES'S FOUNDRY, &c. } No. 3541.

By virtue of a writ of venditioni exponas to me directed in the above-entitled suit, I will proceed to sell to the highest bidder, on Saturday, the 21st day of October, 1865, at 12 o'clock m., at the Merchants' and Auctioneers' Exchange, No. 18 Royal street, the following described property, viz:

Ten certain lots of ground, situate in square No. 2, bounded by Benton, Liberty, Calliope, and Euphrosine streets, designated by the Nos. 4 to 13, inclusive, in the first district of this city. Lots Nos. 11, 12, and 13, as per plan by C. A. Hedin, architect and civil engineer, dated April 24, 1850, and deposited in the office of O. H. Perry, notary public. Lot No. 11 measures 30 feet 6 inches and 4 lines front on Euphrosine street, and 30 feet 6 inches in width on the rear line, by 137 feet 11 inches and 6 lines on the line towards Benton street in depth, and 141 feet 5 inches and 2 lines depth on the side adjoining lot No. 12; lot No. 12 measures 30 feet 7 inches and 6 lines front on Euphrosine street, and 30 feet 6 inches in width in the rear, by a depth of 141 feet feet 5 inches and 2 lines on the side towards lot No. 11, by 144 feet 10 inches and 6 lines depth on the side of lot No. 13; lot No. 13 measures 30 feet 6 inches and 4 lines front on Euphrosine street, and 31 feet 6 inches in width on the rear line, by a depth of 144 feet 10 inches and 6 lines on the side of lot No. 12, and 148 feet 4 inches and 2 lines depth on the other side line, American measure, and adjoining the rear lines of lots Nos. 14, 15, 16, 17, 18, and 19. Lots Nos. 4, 5, 6, 7, 8, 9, and 10, as per plan of G. T. Dunbar, surveyor, dated February 9, 1845, and deposited in the office of D. L. McKay, notary public, each lot, 4 to 9, inclusive, measures 27 feet 6 inches front on Benton street, by 112 feet in depth between parallel lines. Lot No. 10 forms the corner of Benton and Euphrosine streets, and measures 28 feet 9 inches and 6 lines front on Benton street, by 112 feet 8 inches and 4 lines depth and front on Euphrosine street, with all the surplus which may belong to said lot by straightening Euphrosine street. Acquired by Samuel Wolff by purchase from Lawrence G. Brice, as per act before A. Ducatel, notary public, dated December 9, 1861.

Together with all the improvements, buildings, rights, privileges, appurtenances, and other hereditaments to the same belonging or in

anywise appertaining, and all the machinery, tools, fixtures, &c., fully described in the inventory on file in my office.

Terms.—This being the second and last adjudication, the above-described property will be sold for one-half cash and one-half on a credit of twelve months, with legal interest.

United States marshal's office, New Orleans, September 7th, 1865.

CUTHBERT BULLITT,
United States Marshal.

Marshal's return on vend. exponas.

Received July 24th, 1865, and in obedience to the within writ I caused the property within named to be offered for sale at public auction, at the place, day, and hour named therein, after having given full thirty days' notice of said sale in the Picayune, one of the daily newspapers printed and published in New Orleans,
130 wherein the terms of said sale were fully set forth, as also by the crier at the place and hour of sale; but there not having been offered two-thirds of the appraised value of the said property, I withdrew the same, as per order of court to that effect, and again advertised the property for sale in the Southern Star, a daily paper printed and published in New Orleans, in which advertisement the time, place, and hour, as well as the terms of sale, were fully set forth. I again offered the said property for sale at public auction on the 21st day of October, 1865, at the above-named place and hour, for one-half cash and one-half in twelve months, (as per order of court to that effect,) no limit being set for the value thereof, when the above-named property was adjudicated to Beausejour Boisblanc for ten thousand dollars, ($10,000,) which was paid as follows:

In cash, one-half	$5,000
Note at one year for half	5,000
	10,000

Whereby the gross proceeds of said sale amounted to ten thousand dollars, which I pay over to Charles Claiborne, esq're, clerk of the U. S. circuit court, to be disposed of as the court directs.

(Signed) A. BAUDOUIN, *Ch'f Deputy.*

Received from Cuthbert Bullitt, United States marshal, ten
131 thousand dollars, being, as he saith, the proceeds of the above-named sale, and for which I have signed duplicate receipts.

$10,000.

New Orleans, October 25th, 1865.

(Signed) CHAS. CLAIBORNE, *Clerk.*

Petition of appeal of F. Klepper & Co. and Arbouin Marrett & Comp., claimants and intervenors, for an appeal.—Filed July 24, 1865.

Circuit court of the United States for the sixth circuit and eastern district of Louisiana.

UNITED STATES
vs.
HOLMES'S FOUNDRY, &c., F. KLEPPER & Co., Arbouin Marett & Co., intervenors. } No. 3541.

To the honorable the circuit court of the United States for the sixth circuit and eastern district of Louisiana:

132 The petition of F. Klepper & Co., aliens, residing at Bordeaux, in the empire of France, and of Arbouin Marett & Co., aliens, residing at Cognac, in the empire of France, and both mortgage creditors of Samuel Wolff, owner and proprietor of said Holmes Foundry, &c., and both claimants and petitioners intervening in the above-entitled case, for the purpose of enforcing their rights of mortgage against the property of the said Wolff's said Holmes Foundry, respectfully represents, that a final judgment or decree was rendered on the 13th day of July, 1865, in the above-entitled case, rejecting their said oppositions and interventions; that petitioners are aggrieved by the said final judgment or decree, which they believe to be erroneous; that the matter in controversy exceeds forty thousand dollars in value, your petitioners being interested for upwards of said amount therein. And now your petitioners are informed and they believe that they are entitled to have an appeal allowed to them from the said final judgment or decree in the said cause, to the Supreme Court of the United States, on giving good and sufficient security in such sum as may be fixed by this court.

Wherefore your petitioners pray that they may be allowed an appeal from the said final judgment or decree to the said Supreme
133 Court of the United States, on their giving good and sufficient security according to law, in the sum fixed by the court; that a transcript of the record and of all the proceedings in the cause, duly authenticated, may be sent up to the said Supreme Court of the United States, and that the libellants may be duly cited to appear before the said appellate court.

Petitioners further pray for all equitable and for general relief for petitioners.

(Signed) S. CASTERA, *of Counsel.*

Order allowing appeal.

An appeal is allowed in this case as herein prayed for, returnable to the honorable the Supreme Court of the United States on the 1st Monday of December next, the appellants furnishing bond in the sum of five hundred dollars, with good and solvent security as by law required.

July 24th, 1865.

(Signed) E. H. DURELL, *Judge.*

Appeal bond.

134 Know all men by these presents that we, F. Klepper & Co. and Arbouin Marrett & Co., through our agents, Oscar Bercier & Co., as principals, and F. Laborde, as security, are held and firmly bound, jointly and severally, unto the United States of America, in the sum of five hundred dollars, lawful money of the United States of America, to be paid in the said United States of America, for which payment, well and truly to be made, we bind ourselves, and each of us by himself, and each of our heirs, executors, and administrators, firmly by these presents. Sealed with our seals and dated the twenty-fifth day of July, in the year of our Lord eighteen hundred and sixty-five.

Whereas F. Klepper & Co. and Arbouin Marrett & Co. did, on the 24th July, 1865, present a petition to the honorable the circuit court of the United States for the 6th circuit, holding sessions in and for the eastern district of Louisiana, praying an appeal to the next term of the Supreme Court of the United States, from the final decree herein rendered in the case of the United States *vs.* Holmes's Foundry, No. 3541 of the docket of said court, dismissing the claim and intervention of the present appellants and intervenors, which said decree was rendered on the 8th and signed on the 13th of July, 1865:

Now the condition of the above obligation is, that we, the above-bounden F. Klepper & Co. and Arbouin Marrett & Co., and F. Laborde, will well and truly pay to the said United States of America, appellees and libellants in said cause, all such damages and costs as they may recover against us in case it should be decided that the said appeal was wrongfully obtained.

(Signed) OSCAR BERCIER. [L. S.]
" F. LABORDE. [L. S.]

Signed, sealed, and delivered in the presence of—
F. B. VINOT.

135 Francis Laborde, the surety on the within bond, being duly sworn, says he is worth the sum of five hundred dollars, over and above all his debts and liabilities.

(Signed) F. LABORDE.

Sworn to and subscribed before me this 25th day of July, 1865.
(Signed) T. B. VINOT,
D'y Clerk, U. S. Circuit Court.

Filed July 25th, 1865.

[Int. rev. stamp of 50 cts. affixed and cancelled.]

136 *Appraisers' report.—Filed August 28th, 1865.—United States appraisers' report.—Confiscated property, &c.*

UNITED STATES
vs.
HOLMES'S FOUNDRY. } No. 3541.

To the honorable circuit court for the eastern district of Louisiana :

We, the undersigned, appraisers to this honorable court, duly appointed and sworn, have the honor to report that on the twenty-eighth day of August, 1865, we proceeded to inspect the below described property, for the purpose of ascertaining its value, at this time, and after a careful and thorough examination find that the present cash value is as set opposite the property below :.

In the United States circuit court for the sixth circuit and eastern district of Louisiana.

UNITED STATES
vs.
HOLMES'S FOUNDRY, &c. } No. 3541.

By virtue of a writ of venditioni exponas, to me directed in the above-entitled suit, I will proceed to sell to the highest bidder, on Saturday, the 21st day of October, 1865, at 12 o'clock m., at the Merchants' and Auctioneers' Exchange, No. 18 Royal street, the following described property, viz :

Ten certain lots of ground, situate in square No. 2, bounded by Benton, Liberty, Calliope, and Euphrosine streets, designated by the Nos. 4 to 13, inclusive, in the first district of this city; lots Nos. 11, 12, 13, as per plan by C. A. Hedin, architect and civil engineer, dated April 24, 1850, and deposited in the office of O. H. Perry, notary public. Lot No. 11 measures 30 feet 6 inches and 4 lines front on Euphrosine street, and 30 feet 6 inches in width on the rear line, by 137 feet 11 inches and 6 lines on the line towards Benton street in depth, and 141 feet 5 inches and 2 lines depth on the side adjoining lot No. 12; lot No. 12 measures 30 feet 7 inches and 6 lines front on Euphrosine street, and 30 feet 6 inches in width in the rear, by a depth of 144 feet 5 inches and 2 lines on the side towards lot No. 11, by 144 feet 10 inches and 6 lines depth on the side of lot No. 13; lot No. 13 measures 30 feet 6 inches and 4 lines front on Euphrosine street, and 31 feet 6 inches in width on the rear line, by a depth of 144 feet 10 inches and 6 lines on the side of lot No. 12, and 148 feet 4 inches and 2 lines depth on the other side line, American measure, and adjoining the rear lines of lots Nos. 14, 15, 16, 17, 18, and 19. Lots Nos. 4, 5, 6, 7, 8, 9, and 10, as per plan of G. T. Dunbar, surveyor, dated February 9, 1845, and deposited in the office D. L. McCay, notary public, each lot, 4 to 9, inclusive, measures 27 feet 6 inches front on Benton street, by 112 feet in depth between parallel lines. Lot No. 10 forms the corner of Benton and Euphrosine streets, and measures 28 feet 9 inches and 6 lines front on Benton street, by 112 feet 8 inches and 4 lines depth and front on Euphro-

sine street, with all the surplus which may belong to said lot by straightening Euphrosine street. Acquired by Samuel Wolff by purchase from Lawrence Price, as per ~~act~~ before A. Ducatel, notary public, dated December 9, 1861. Together with all the improvements, buildings, rights, privileges, appurtenances, and other hereditaments to the same belonging or in anywise appertaining, and all the machinery, tools, fixtures, &c., fully described in the inventory on file in my office.

Terms.—This being the second and last adjudication, the above described property will be sold for one-half cash, and one-half on a credit of twelve months, with legal interest.

United States marshal's office, New Orleans, September 7th, 1865.

CUTHBERT BULLITT,
United States Marshal.

137 $4,666 66. Seven thousand dollars; ($7,000.)

No. and description of property.	Value.
1 large wooden crane and chain; 1 brass furnace for melting brass; 1 large old boiler; 1 railroad and one carriage; 1 core furnace; 1 iron cannon mould or flask; 1 cleaning apparatus for cleaning castings; 1 sugar kettle; 1 wooden cistern; 1 large iron cupola—three thousand dollars.....	$300 00

$200.

(Signed) H. G. HEARTT,
SAM'L L. HILL,
U. S. Appraisers, New Orleans.

Appraisers' bill.—Filed October 23d, 1865.

United States circuit court.

UNITED STATES *vs.* HOLMES'S FOUNDRY. } No. 3541.—Confiscated property.

APPRAISERS' DEPARTMENT, *New Orleans, Oct. 23d,* 1865.

To appraisers' office, Dr.:

H. C. Heartt and S. L. Hill, for examination, appraisement, ascertaining income, &c., $10,000, at 1 per cent., the Holmes Foundry.....	$100

138 THE UNITED STATES OF AMERICA,
Eastern district of Louisiana:

The President of the United States to the United States of America, greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States to be holden at the city of Washington, on the first Monday of December next, pursuant to a petition

and order of appeal filed in the clerk's office of the circuit court of the United States for the sixth circuit and eastern district of Louisiana, wherein F. Klepper & Co. and Arbouin Marette & Co., claimants and intervenors, are appellants, and the United States of America are defendants, to show cause, if any there be, why the judgment rendered against the said appellants, as in said petition mentioned, should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness the honorable Salmon P. Chase, Chief Justice of the Supreme Court of the United States, this 25th day of July, in the year of our Lord one thousand eight hundred and sixty-five.

E. H. DURELL, *Judge.*

139 Indorsed: United States circuit court, No. 3,541.—United States *vs.* Holmes's Foundry, &c.—Citation of appeal.

Marshal's return.

Received July 26th, 1865, and on the same day, month, and year served a copy of the within citation on Rufus Waples, esq'r, United States district attorney, in person.

July 26th, 1865.

J. J. PREIS, *Dep'y U. S. Marshal.*

140 UNITED STATES OF AMERICA:

Circuit court of the United States, sixth circuit and eastern district of Louisiana.

CLERK'S OFFICE.

I, Charles Claiborne, clerk of the circuit court of the United States for the sixth circuit and eastern district of Louisiana, do hereby certify that the foregoing 138 pages contain and form a full, complete, true, and perfect transcript of the record and proceedings had, together with all the evidence adduced, on the trial of the case of the United States *vs.* Holmes's Foundry, &c., No. 3541 of the docket, so far as the same now remain of record or on file in said court.

Witness my hand and the seal of said court, at the city of New Orleans, this 31st day of October, A. D. 1865.

[SEAL.] CH'S CLAIBORNE, *Clerk.*

[5-cent stamp.]

I, Edward H. Durell, United States judge for the eastern district of Louisiana, do hereby certify that John W. Gurley, whose name is signed to the above certificate as clerk of the circuit court of the United States for the sixth circuit and eastern district of Louisiana, was, at the time of signing said certificate, and is now, the clerk of said court; that said certificate is in due form of law, and that full faith and credit are due to his official attestations as such clerk.

Given under my hand and seal, at the city of New Orleans, in said district, this 31 day of October, A. D. 1865.

E. H. DURELL, *Judge.*

[5-cent rev. stamp.]

141 NEW ORLEANS, *November 21st*, 1865.

I hold myself responsible for all costs that may accrue in this case, in the honorable Supreme Court of the United States, and promise to pay the same when demanded.

F. LABORDE

I, Charles Claiborne, clerk of the circuit court of the United States for the eastern district of Louisiana, do certify that I am well acquainted with Mr. F. Laborde, a merchant of this city, who is perfectly good and sufficient for all costs that may accrue herein.

Nov'ber 21st, 1865.

[SEAL.] CH'S CLAIBORNE, *Clerk.*

[5-cent rev. stamp.]

Filed December 8, 1865.

SUPREME COURT

OF THE UNITED STATES.

UNITED STATES

VERSUS

HOLMES' FOUNDRY.

Samuel Wolff, being the owner of the property set forth and described in the libel on the 3d day of May, A. D., 1862, mortgaged and hypothecated the said property to Messrs. Arbouin, Mavet & Co., French subjects, for $29,000, and to F. Klepper & Co., also residents and subjects of the French Empire, for the sum of $23,000.

On the 4th day of April, 1865, proceedings were instituted by the United States against the aforesaid property of Samuel Wolff, in the Circuit Court of the United States, for the Sixth Circuit and Eastern District of Louisiana, for the purpose of confiscating the said property, under and by virtue of an act approved August 6th, 1861, and entitled an Act to confiscate property used for insurrectionary purposes.

On the 21st of April, 1865, Arbouin, Mavet & Co. intervened in this suit, for the purpose of recovering out

of the proceeds of the sale, the amount of their mortgage as hereinabove set forth; and on July 24th, 1865, F. Klepper & Co. filed a similar intervention.

After hearing the parties, the Court, July 8th, 1865, rendered judgment, condemning the property, and refusing to recognize the rights of the above named intervenors, to any part of the proceeds of the sale thereof. From that judgment, intervenors have appealed.

POINTS.

1. The Act of Congress, upon which the proceedings for confiscation were based, is unconstitutional, and therefore, all the proceedings in this suit are null and void.

2. The use for insurrectionary purposes of the property libeled is not proved with sufficient certainty to justify the judgment of condemnation.

The testimony on this point is made up of vague ideas, impressions and statements of third parties.

3. Neither the owner of the property nor the mortgage creditors, are shown to have had the slightest connection with the acts complained of.

If Col. Mejia, acting or pretending to act as agent of the so-called Confederate Government, took possession of the property and made use of it for insurrectionary purposes, the owner and mortgage creditors, the real parties in interest, should not be made to suffer.

4. The acts complained of are not shown to have been done anterior to the dates of intervenors' mortgages.

5. Intervenors' mortgages were executed validly and in good faith, before the property in question was libeled by the United States.

6. The Sixth District Court of the State of Louisiana having attached the property in controversy, before the proceedings for condemnation were instituted, and the said property being in the possession of the State Court, at the time of the institution of such proceedings, the United States Circuit Court was without jurisdiction in the premises, and the proceedings in that Court are null and void.

LACEY, MARKS & BUTLER,

Of Counsel for Appellants.

Miles Taylor
of Counsel

SUPREME COURT

OF THE UNITED STATES.

UNITED STATES

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HOLMES' FOUNDRY.

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LACEY. MARKS & BUTLER,

Of Counsel for Appellants.

Miles Taylor
of Counsel

In the Supreme Court of the United States.

DECEMBER TERM, 1867.

HOLMES'S FOUNDRY, F. KLEPPER, & Co., and A. Marett & Co., claimants and intervenors, appellants,
vs.
THE UNITED STATES. } No. 72.

Appeal from the Circuit Court of the United States for the Eastern District of Louisiana.

STATEMENT OF THE CASE.

This was a libel of information filed on the 4th of April, 1865, on behalf of the United States against ten certain lots of ground in the city of New Orleans, described in the information, and the buildings thereon erected, and the machinery, tools, and fixtures of every nature and kind therein contained, alleging that the same had been seized on March 13, 1865, and were liable to condemnation and forfeiture, under and by virtue of the act of August 6, 1861, "to confiscate property used for insurrectionary purposes," in that

1st. The said property, after the proclamations of the President of April 15, 1861, and August 16, 1861, was knowingly used and employed by the owner thereof in aiding, abetting, and promoting the insurrection, "in being used as a manufactory for making guns and

other materials of war for the confederate government, so called."

2nd. The owners of the said property did knowingly *consent* to the use and employment of the same for the purpose aforesaid.

3d. The said property was purchased and acquired by the owner thereof, with *intent* to use the same, and suffer the same to be used in aiding, abetting, and promoting the said insurrection. (Rec. pp. 1, 2, 3.)

Four separate and independent interventions or claims were presented in the case.

First. Edmond Souiat Dufossat and Beausejour Boisblanc, testamentary executors of Louise Duralde, widow of Joseph Souiat Dufossat, intervened as holders of six over-due promissory notes for $13,000, dated February 11, 1859, made by Lawrence G. Bein, and secured by a special mortgage on the libelled property, executed on February 14, 1859, by the said Bein, the then owner thereof, in favor of Beausejour Boisblanc, and all subsequent holders of the said notes.—(Rec. p. 7.)

Second. Beausejour Boisblanc intervened as the holder of an over-due promissory note for the sum of $4,000, dated February 11, 1859, made by the said Lawrence G. Bein, which said note was also secured by the said mortgage upon the libelled property, executed on February 15, 1859, by the said Bein, in favor of this intervenor.—(Rec. p. 15.)

Third. Arbouin Marett & Co., a commercial house established in Cognac, France, intervened as mortgagees of Samuel Wolff, under a mortgage executed by him upon the property libelled on May 3, 1862, in favor of the intervenors to secure the payment of $29,000.—(Rec., p. 17.)

Fourth. F. Klepper & Co., of Bordeaux, France, intervened as creditors of said Samuel Wolff for $23,000 also secured by the said mortgage, dated May 3, 1862, executed by the said Wolff in favor of these intervenors and the said Marett & Co.—(Rec., p. 19.)

The only questions in the case arise in reference to the interests asserted by the two last claimants, who are the appellants here. These claims or interventions contain no denial of the causes or grounds of forfeiture alleged in the information. They merely conclude, after stating the nature of the interests asserted, with the prayer that the court will pronounce in favor of their demand, that they be recognized as mortgage creditors of Samuel Wolff, and that in case of the sale of the property called Holmes's Foundry, belonging to the said Wolff, they be paid, by privilege and preference, even to the United States, out of the funds arising from the sale of the above-described property, mortgaged in their favor as aforestated, with costs, etc.—(Rec., p. 20.)

The establishment which is the subject of this proceeding, was sold, as would appear, on December 9, 1861, by the owner Lawrence G. Bein, to one Samuel Wolff, subject to a mortgage, dated February 14, 1859, given by Bein to Beausejour Boisblanc, under which the two intervenors first above named claim. Wolff, it seems from the evidence taken in the case, thereupon engaged in the manufacture in this establishment of shot, shell, cannon, mortars, and other warlike munitions, for the use of the rebel government, and continued in this use of the foundry till the capture of New Orleans.

On May 3, 1862, it seems, he executed the mort-

gage on the property, under which the appellants claim, to secure the sums of $29,000 and $23,000 due to the appellants respectively, as alleged, for merchandise sold to the mortgagor.

This mortgage was executed, therefore, *subsequent* to the employment of the property by Wolff, in the manufacture of munitions of war for the rebels.

The information avers, that this employment of the property occurred after the President issued his proclamation of August 16, 1861. The proofs in the records show that it occurred immediately after the purchase or acquisition of the property by Wolff, which was in December, 1861.

The court below dismissed the claims of the intervenors under the mortgage of May 3, 1862, and directed payment out of the proceeds of the sale of the property, which it condemned, of the claims of the intervenors under the mortgage of February 14, 1859.—(Rec., p. 55.)

The claimants, under the mortgage of 1862, thereupon appealed to this court from the decree rejecting these claims.

Argument.

1. The question here is essentially the same as that discussed in the case of The Union Insurance Co. *v.* United States, No. 52, of the present term; and it is the very simple one, whether the forfeiture of this property accrued, *es instanti*, upon its unlawful employment, so as to avoid a subsequent mortgage in favor of a *bona fide* creditor of the owner. It may be assumed now, that the French intervenors, here appealing, were honest creditors of Wolff, the owner, and received their mortgage, in good faith, for a valid

and subsisting debt, and without any intention to assert their right in order to protect the property from the forfeiture pronounced by the statute of 1861.

There is grave doubt, perhaps, that the mortgage in question was of this character. It was executed on the day after the occupation of the city, by the troops under command of General Butler, was completed, and when it became apparent that the law of the United States would probably be enforced with rigor against property which had been directly employed in aid of the rebellion. Whether or not the French intervenors were *bona fide* creditors of Wolff does not appear; and the circumstances under which the mortgage was given suggest a very grave doubt whether it was not executed by Wolff for the purpose of protecting the property against seizure and condemnation, and enabling the claimants to assert, for the benefit of the mortgagor, an interest which the United States might deem it prudent or just to recognize as exempt from the operation of the law of war, or the statutes of forfeiture applicable to such property. We do not directly impugn, however, the *bona fides* of the transaction at the present time. It is not necessary to do so, for the statute is clear, that the interest asserted, and which is made the foundation of the present claim, has no standing as against the right of the United States under the statute of 1861.

2. The question whether a forfeiture under a statute like the present, attaches on the commission of the act denounced by the statute so as to work, from that instant, a divestiture of the owner's right and a transfer of the same to the United States, or whether

such divestiture and transfer are postponed until some legal steps shall be taken for the assertion of the rights of the government, depends, according to the settled law of this court, upon the construction of the statute under which the forfeiture is claimed. CHIEF JUSTICE MARSHALL expressly so declares in the case of UNITED STATES *vs.* GRUNDY, 3 *Cranch*, 350; the rule was applied by Mr. JUSTICE JOHNSON in the subsequent case of UNITED STATES *v.* 1,960 BAGS OF COFFEE, 8 *Cranch*, 405, and the doctrine was still further expounded by MR. JUSTICE WAYNE in the case of CALDWELL *v.* UNITED STATES, 8 *Howard*, 382, which we believe is the last on the subject. These cases are directly to the point, that there is a distinction between forfeitures at common law, and those accruing under a statute; that where a forfeiture is given by a statute, the rules of the common law may be dispensed with, and the thing forfeited may either vest immediately, or on the performance of some particular act, as shall be the will of the legislature; and *that must depend on the construction of the statute.*

3. Another principle equally decided by the cases just mentioned is, that where a statute providing for the forfeiture of property on the commission of a particular act, also confers an alternative right upon the government to recover the *value* of the property of the person committing the act, the property remains in the owner, and is not, in contemplation of law, transferred to the government until it performs some act manifesting its election to take the property and not the value, and that if the property is transferred by the owner in good faith before such election is made, the only remedy of the government is a suit for the

value of the thing against the owner. The title of the property passes to the vendee. The government has only a claim for the value. This principle has become so firmly imbedded in our jurisprudence, that although the legislature may undoubtedly decide on what event a divestiture of right shall take place, whether on the commission of the offence, the seizure or the condemnation, in a case where there is no alternative right given to the value of the property; yet, in a case where no such alternative is presented, but the thing only is declared forfeited by the commission of a particular offence, it requires express words, or something equivalent thereto, manifesting a clear intention on the part of the legislature to postpone the forfeiture till the seizure or condemnation, to prevent the forfeiture from operating as a statutory transfer of right from the time of the commission of the offence.

4. Applying these principles in the examination of the statute of August 6, 1861, it will be found—

(*a.*) That it does *not* provide that property employed for the guilty purposes denounced in the act, or its *value* shall be forfeited to the United States, but declares simply that the *property* thus employed shall be seized, confiscated, and condemned. The government has no right to anything but the *res*, and unless that can be obtained and condemned, it is powerless to punish the party guilty of the acts denounced in the statute, in the manner and to the extent which it provides.

(*b*) That the words of the statute do not indicate an intention on the part of the legislature to postpone the forfeiture, and divestiture of the owner's right until the seizure or condemnation, but that they clearly

express an intention to make the forfeiture effectual from the time the act is done, which calls for the application of the law, so as to avoid all future transfers of right to the property, and *a fortiori*, all liens or interests *in re* created or established subsequent to the commission of said act. It provides, in effect, for the forfeiture of all property which may be involved in one or other of the following predicaments: *First*, property *purchased with the intent*, on the part of the purchasers, to use the same in aid of the rebellion. It may never be so used, but if the purchasers buy or acquire it with that guilty *intent*, the statute says it *shall* be condemned. *Second*, property *sold or given*, with the *intent*, on the part of the seller, to *suffer* the same to be used in aid of the rebellion, then also it is forfeited, although the purchasers may never, in point of fact, so use or employ the property. *Third*, all property knowingly used or employed by the owner, or by any one with his consent, in aiding, abetting, or promoting the insurrection, is declared subject to condemnation. It seems to be clear that there is nothing in these declarations of forfeiture to manifest any intention to postpone the operation of the law until the seizure or condemnation. The property described is as clearly declared forfeited at the time when it is involved in one or other of the predicaments described, as if express words had been employed to that effect. The intention was not more clearly or strongly expressed in the non-intercourse Act of March, 1809, which was construed in the case of 1,960 bags of coffee, (8 Cranch, 398,) or in the 68th section of the Act of March 2, 1799, "to regulate the collection of duties on imports," which was

construed in the case of Caldwell *vs.* United States, 8 Howard, 381.

The Supreme Court of New York adopted the con-construction of the act of 1809, placed upon it by this court; and in a case of insurance, held that there was no insurable interest in the owner of property after a breach of that act, though, at the date of the policy, the property had neither been condemned nor seized. (Fontaine *vs.* Phœnix. Ins. Co., 11 Johnson, 293.)

(*c*) Any other construction of this statute of 1861, would render it inoperative and void as against the property which it was its policy to confiscate; for if an owner, after using his property for the unlawful purpose mentioned in the act could transfer or encumber it so as to avoid the right of the United States, the policy adopted by Congress would never be enforced, except when the officers of the law might be fortunate enough to find the property in actual employment in aid of the rebellion.

5. The Court below was clearly right, therefore, in refusing to recognize the mortgage interest in question, as a valid claim to the property, the title of which had, by operation of the act of 1861, passed out of the owner and become vested in the United States at the date of the acquisition of that interest.

HENRY STANBERY,
Attorney General.
J. HUBLEY ASHTON,
Special Counsel for United States.